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Lib. N. Anno Domini 1782

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Hampshire ss At the Superior Court of Common Pleas holden
 at Northampton in and for the County of
 Hampshire by Adjournment of the Great and
 General Court on the second Tuesday of April
 being the ninth day of said Month and de Die in
 Diem to the 14th day of the same month Anno Dom-
 ini 1782

Common Pleas
 Apr. adjourn^d Term
 1782

Justices of said Court present — Jury of Trials

Timothy Danielson Esq ^r	William Symon Forem ⁿ	} N ^o
Charles Porter Esq ^r	Jonathan Stearns	
John Bliss Esq ^r	Frederick Hale	Sp.
Samuel Hather Esq ^r	Perez Haskings	Mat.
	Dan Coff	Gr. field
	Levinul Bates	so
	Elijah Stratton	Northp.
	David Sloan absent	Pel
	Thomas Wright	Ches.
	Zachary Hanchett	Wor.
	Abel Benjamin absent	Mon
	Eben. Wells Jun ^r	Deer.

De Tal^r Esq^r — Warham Smith } In Case Old. Clap
 Sam^l Cook } Samuel Dickinson
 Ruben Dickinson } In Case Amara Sheldon
 James Hunt } vs. Consider Dickinson
 Beny. Sheldon } In Case Eben. Warner
 James Hunt } vs. Peter Poane

Samuel Fowler of Westfield hitherto admitted as an
 Attorney at this Court, now took the Oath of Fidelity &c required
 by Law to qualify him to practice as an Att^r in this Court.

Continued Cases

Ph. — Samuel Gilbert Esq^r and John Gilbert Jun^r Heirs both
 of Hebron in the County of Hartford and State of Con-
 necticut Executors of the last Will & Testament of Samuel
 Gilbert late of said Hebron Esq^r dec^d Pl^{ff} vs Jonathan
 Tillotson late of Southwick in the County of Hampshire
 Defendant in a Plea of Trespass on the Case as is
 at large of Record at a former Term — And now at
 this Time the said Samuel and John appear by John
 Phelps Gentlemen their Att^r and the Def^t the three Times
 publicly called to come into Court makes Default of Ap-
 pearance here. Whereupon it is considered by the Court
 that the said Samuel and John do recover against the
 said Jonathan
 several money Damages and Costs of Court taxed at
 £200⁰⁰ and there of &c

Rice
Commissioner

Benjamin Rice of Greenfield in the County of Hampshire
vs
Thomas Pope of Greenfield
Deft in a Plea of the Case as is at large of Record at
a former Term. And now at this Term the said Benjamin
comes into Court by Caleb Strong Esq: his Att: and the said
Pope the three times publicly called to come into Court doth
not come but makes Default of Appearance here.
Wherefore it is considered by the Court that the said Benjamin
do recover against the said Pope Sixteen pounds One Shilling
and eight pence of Lawful Money Damages and Costs of
Court taxed at £4.10.0 and there of &c.

Commissioner
Rice

Joseph Emerson of Haverbury in the County of Hampshire
vs
Thomas Pope Benjamin Rice of Greenfield in the same
County Host and man Deft in a Plea of the Case as is at large
of Record heretofore. The Att: now appears by John C. Williams
Esq: his Att: and the Deft the three times publicly called
to come into Court makes Default of Appearance here.
Wherefore it is considered by the Court that the said
Emerson do recover against the said Benjamin Sixty five
pounds two shillings of Lawful Money Damages &
Costs of Court taxed at £2.10.2 and there of &c.

Execut: June 10. 1782

George
vs
Hoddard

Robert George of the District of Chavack in the County
of Middlesex and State of New York Plaintiff
vs
Hoddard of Northampton in the County of Hampshire
Deft in a Plea of Trespass on the Case as is at large of
Record heretofore; And the said Robert being three
times publicly called is Nonsuit and the Deft default
And the Action is dismissed

Lewis
vs
Taylor

Dyer Lewis of South Hadley in the County of Hampshire
vs
Thomas Pope Joseph Taylor of the same South Hadley
Deft in a Plea of Trespass as is at large of Record
heretofore. The Deft being now three times publicly called
is Nonsuit and the Deft defaulted and the Action
is dismissed

Orcoll
May Whorler } Simon Orcoll of Stafford in the County of Hartford an
} late of Connecticut Town. Plaintiff against May Whorler of
Palmer in the County of Hampshire Husbandman Defendant
in a Plea of Trespass on the Case as is at large of Record at a
former Term, the Plea appears by His Honor's Ex^{ca} his Att^y
and the Def^y by his Att^y and the said Simon
now moves that this action be continued and it is consid-
ered by the Court that the said Parties have Day here ac-
cordingly untill the third Tuesday of May next after
the said second Tuesday of April

William
Cornish } Henry William of Guilford in the Territory known &
} called Vermont Clerk Plaintiff against Jacob Cornish of Washington
in the County of Berkshire Townman Defendant in a Plea of
the Case as is at large of Record heretofore, the Plea appears
by John Chandler William's Gent. his Att^y and the Def^y the
three Times publicly called to come into Court makes
Default of appearance here. Wherefore it is considered
by the Court that said Henry do recover against said
Jacob Eight pounds Ten shillings & seven pence
of lawful Money Damages and Costs of Court taxed at £2.1.2
and thereof &c. Exoni^o 16th Apr 1782

Jerme
Denio } German Ferne of Greenfield in the County of Hampsh-
} ire Labourer Plaintiff against Butler Denio of the same Greenfield
Carpenter Defendant in a Plea of the Case as is at large of Re-
cord heretofore. The Plea appears by Caleb Strong Esq^r his
Att^y and the Def^y the three Times publicly called to come into
Court makes Default of appearance here. Wherefore
it is considered by the Court that said German do recover
against the said Butler Four pounds, seven shillings
and seven pence of lawful Money Damages and Costs of
Court taxed at £2.8.5 & thereof &c. Exoni^o 16th Apr 1782

Loomis
Horse } Nathaniel Loomis of Suffield in the County of Hartford
} and late of Connecticut Trader Plaintiff against Daniel Horse late
of Northampton in the County of Hampshire Townman Defendant in
a Plea of the Case &c. The Plea being three Times called is
Nonnuit and the Def^y defaulted and the action dismissed.

Warner
Lock's Adm^r } Jonathan Warner of Hadley in the County of Hampshire
} Trade Plaintiff against Mary Lock's Widow & John Powers Gent^l both
of the County of said Adm^r on the Estate of
Joseph & Lock dec'd Deft^s in a Plea of the Case as is at large of Re-
cord at the last Term, the Parties severally appear by Council and
at the Motion of the Def^y it is ordered that the said Parties
have further Day here untill the third Tuesday of May next
after the said second Tuesday of April aforesaid

Weeks
Woodbridge

Thomas Weeks of Faken in the County of Hampshire
Gentleman v. Peter John Woodbridge of South Hants in
the same County Gentleman Defendant in a Plea of the Case as is
at large of Record hereof, and now the said Peter is bound
to appear by Counsel and save that his Plea be confirmed,
to the next Term, the Defendant agreeing not to appeal in Case the
Plaintiff moves against him - and it is considered by the Court
that the said Peter has been runningly until the third Tues-
day of May next after the said second Tuesday of April

3

Clark
v. Howard

John Clark of Greenfield in the County of Hampshire Gent.
Plaintiff v. Samuel Howard of the same County Defendant
in a Plea of the Case as is at large of Record hereof, and now the said
Howard is bound to appear by Counsel and save that his Plea be confirmed,
to the next Term, the Defendant agreeing not to appeal in Case the
Plaintiff moves against him - and it is considered by the Court
that the said Howard has been runningly until the third Tues-
day of May next after the said second Tuesday of April

Ex. v. p. v. 7. 1782

Tarrant
v. -

Benjamin Tarrant of Greenfield in the County of Hampshire Gent.
Plaintiff v. Charles Tarrant of the same County Defendant
in a Plea of the Case as is at large of Record hereof, and now the
said Tarrant is bound to appear by Counsel and save that his Plea be confirmed,
to the next Term, the Defendant agreeing not to appeal in Case the
Plaintiff moves against him - and it is considered by the Court
that the said Tarrant has been runningly until the third Tues-
day of May next after the said second Tuesday of April

Ex. v. p. v. 7. 1782

Pickard
v. -

Charles Pickard of Greenfield in the County of Hampshire Gent.
Plaintiff v. Eliza Pickard of the same County Defendant
in a Plea of the Case as is at large of Record hereof, and now the
said Pickard is bound to appear by Counsel and save that his Plea be confirmed,
to the next Term, the Defendant agreeing not to appeal in Case the
Plaintiff moves against him - and it is considered by the Court
that the said Pickard has been runningly until the third Tues-
day of May next after the said second Tuesday of April

Ex. v. p. v. 7. 1782

A Samuel Drake of James District in the County of Montgomery
vs
John B. Parker in a Debt Case as is set forth
of Record before me - The Parties now appear by their respective
Attys and agree that the action be continued till the Defendant also
agrees that Judgment at the next Term shall be final on
his Part. Wherefore it is considered that the said Parties have
been in Day see until the third Tuesday of May next after the
said second Tuesday of April

a. From Tullahoma, a friend in the Company from where I am. My
 friend and I have been in the field. He is a soldier and a sharpshooter.
 Can be shot at, some now the time all is, I am not in the
 field, I am in the field and the other is in the field.

[illegible]

a. Now there is a returned in the County of Thom as well from the
 County of Washington in the County of Burke from the
 in a State of Suspension the Case is at Page of Record and the first
 from Court now appears and it is not clear that he is the first
 the three times justifying under makes Demand of appearance here
 from the Court in the County of the said Parties agreeing
 hereto that the said Court do recover against the said Court for
 recovery hereditaments of the said Money Damages and Costs of Court
 taxed at £2000 and thereof &c

Exempted May 8 1782

[illegible]

James Childers of Barnardston in the County of Hampshire
 vs. Gentleman. ^{vs.} John Consider of Barnardston in the
 same County. Sheweth that in a Sheriff's Return the said
 James Childers did return that he was seized of the said
 land & house on the first day of March last past & that the said
 James was possessed of four fat Oxen of the Free & White
 of holy ground, & of the said James's money of the said Common
 wealth of his own Chattels and Property and being so possessed
 of the said Oxen the said James afterwards that is to say on the
 first day of March last past at Barnardston a David
 Richard four fat Oxen out of his Land & his own did
 actually take and was provided of the same, which
 said four fat Oxen afterwards to wit on the Day last
 above said at Barnardston aforesaid by finding came
 to the hands of the said James Childers.
 Nevertheless the said James Childers having the said Oxen
 & the Oxen & the said James Childers to belong
 & appertain to him, intending to deprive the said
 the said Oxen has not delivered them to the said James
 Childers requested by the said James Childers but all the said four fat
 Oxen afterwards, to wit the first day of January
 current at Barnardston aforesaid to his own use did dispose
 of and convert to the Damage of the said James Childers
 by his means. The said James Childers by his Attorney
 and the said James Childers by his Attorney and demands
 & pr. The said James Childers that he is not guilty in the premises and for
 as the said James Childers in his Declaration has alleged, and
 thereof puts himself upon the Country. And the said James Childers
 otherwise. Whereupon the issue of this is according to
 the Time and Effect of the Statute in such Case made and
 provided and now returned from the said James Childers being dem-
 urred. Likewise come here who to say the Truth concerning the
 premises, being sworn, sheweth upon the Oath by him made
 & sworn that he is not guilty of the premises.
 Therefore it is considered that said Consider do recover against
 the said James Childers the sum of One pound five shillings
 and six pence and thereof to be paid to the said James Childers

Allen
No 2

Caleb Brown of Northampton in the County of Hampshire Esq.
Plaintiff vs. Elisha Allen of the same Northampton Freeman Defendant
I shew that he the said Elisha tender to the said Caleb Two thousand
pounds in and of the lawful tender Money of the Commonwealth
a hundred, where the said Elisha owes to the said Caleb and in
fully obtaining from him, that he to wit, that when the said
Elisha on the twenty third day of March Anno Domini 1780
at Northampton aforesaid by his Bond dated the Day and
Year last aforesaid in County of Hampshire bound himself
by the Name of Elisha Allen of Northampton in the County
of Hampshire to the said Caleb in the sum of One hundred
thousand pounds Continental Currency to be paid to him
the said Caleb when or after to the said Elisha should be
thereunto required. Nevertheless the said Elisha at the three
times often required has not paid to the said Caleb the
said hundred thousand pounds of Continental Cur-
rency or any part thereof, nor in any other Way or Manner
paid or satisfied him therefor but hath rather to refuse and still
doth refuse to do so, and the said Caleb avers that by several
Statutes of the Commonwealth made & passed touching Obl-
igations of the kind & Nature of the Bond aforesaid Action hath
accrued to him to demand and have of the said Elisha the
sum of two thousand pounds of the lawful tender Money
aforesaid and that the said Elisha has not paid him the said
sum or any part thereof the often times requested but comes
to do it to the Damage of the said Caleb Two thousand pounds
the Plaintiff appears in his own Person, and the Defendant
being big with Child comes into Court and acknowledges the truth
of the Bond sued for and brings Chancery &c. And it
is considered by the Court that the Plaintiff do recover against the said
Elisha One pound of lawful Money Damages and Costs of
Court taxed at £1.2.6 & there of &c

Starwood
Merrill
No 3

John Starwood of Ware in the County of Hertfordshire Husbandman
Plaintiff vs. Benjamin Merrill of the same Ware Husbandman Defendant
I shew that the said Benjamin Merrill on the 19th day of November Anno Domini 1773 by his
Note of hand of that Date for Value received received the said
John to pay him or Order the sum of thirty One pounds ten
shillings and eight pence meaning that sum of lawful Money
the due and being meaning to be paid for One Year with the interest to the
said John and the other in two Years with the interest meaning lawful
interest all paid. Notwithstanding the said Benjamin Merrill requested hath
not paid the contents of the said Note to the said John or any
part thereof but by neglect doth to the Damage of the said
John One hundred pounds. The Plaintiff appears by Caleb Strong Esq. his
Attorney and he doth the three times publicly called to come into Court
make Default notwithstanding here. Wherefore it is considered
by the Court that the said John do recover against the said Benja-
min Merrill thirty pounds thirteen shillings & eight pence of lawful
Money Damages and Costs of Court taxed at £1.13.8
and there of &c
Exoner April 17. 1782

Marner
at
Shrewsbury
Nov 11

Richard Marner of Shrewsbury in the County of Shropshire
Esquire Plaintiff William Marner of Shrewsbury in the same
County Defendant Docketed in a Plea of the Case for that said Plaintiff
said Northampton on the Sixth day of April last past by his Note of
that Date for Value received promised said Eliza to pay him or
order the Value of four hundred & fourty Mares or Wheat
at four shillings by the bushell & a little shillings for Tithes
and Indian Corn at two shillings per bushell and one to
bushell at the price at which they were sold commonly in the Year
One thousand Seven hundred and seventy four which the
said Eliza agrees to be paid in shillings and eight pence
by the hundred and to deliver the same to the said Eliza on or
before the first Day of November then next with lawful inter-
est for the same till paid and said Eliza says she was
always ready to receive the same. The said William Marner
often requested that never performed his said Promise
but neglected to do so. The said Eliza is now joined
The Plaintiff in his own Person and the Defendant the three times
publicly called to come into Court under the said Process
and has appeared and the action is continued for judgment to the
next Term

Same
Page
Nov 11

Richard Marner of Shrewsbury in the County of Shropshire
Esquire Plaintiff Rufus Marner of Shrewsbury in the County of Shropshire
Esquire Defendant Docketed in a Plea of the Case for that
the said Rufus Marner on the 10th day of April last past by his Note of
that Date for Value received promised the said Eliza to pay him or
order seven hundred & fourty pounds & remaining that
sum of lawful money in one month from the Date of the said
Note with Interest till paid. But the said Rufus the often requested
has not paid the Content of the said Note & the said Eliza
is now joined in her own Person and the Defendant the three times
publicly called to come into Court under the said Process
and has appeared. Wherefore it is concluded by the Court that said
Eliza do recover against the said Rufus, Two pounds fifteen
shillings and three pence of lawful money Damages and
Costs of Court taxed at £12 12 s and thereupon

Clare
Dickinson
Nov 11

Ex^{pt} April 5th 1783
Clare of Amherst in the County of Hampshire Thomas
Dickinson of the same County Defendant Docketed in a Plea of the Case for that whereas the said
Clare is a good true faithful upright and honest subject
of the said Commonwealth & a good true honest & law-
ful subject from the time of his birth hitherto he has
behaved himself and conducted himself as an honest and
known & reputed to be of a good Name Reputation Con-
science Life & Behaviour among his Neighbours & others to

[illegible]

Clap
Dickinson

Oliver, said Plaintiff, says that he and the said Plaintiff
then at length appeared and presented the following in
the Court and having shown the said Plaintiff of the
Commonwealth of Massachusetts, and the said Plaintiff
and Plaintiff in the said Court, following to wit: my
Duty, I have the pleasure to inform of the said Plaintiff
One Sabbath Day when the said Plaintiff and his Family
were gone to Meeting and my Deed & three hundred Dollars
remaining the said Plaintiff and Plaintiff with the said Plaintiff
were stolen out of my Chest remaining the Chest of the said
Plaintiff and the said Plaintiff remaining the said Plaintiff and the
same three hundred Dollars are gone together & the said Plaintiff
the said Plaintiff having been informed that the said Plaintiff
had stole the said three hundred Dollars out of the said
Chest by reason of the speaking and publishing of the said
false, scandalous, forged and opprobrious Words the said
Plaintiff is now in pain and prejudice in his good name, reputation
and Credit to his Damage five hundred pounds

The Plaintiff says that from the said Plaintiff by the said
Plaintiff & the said Plaintiff by the said Plaintiff & the said Plaintiff
and says when he says he is not guilty. The said Plaintiff
and Plaintiff the said Plaintiff in the said Plaintiff against
him in the said Plaintiff and the said Plaintiff in the said Plaintiff
and the said Plaintiff in the said Plaintiff. Whereupon the said Plaintiff
the said Plaintiff to the said Plaintiff and the said Plaintiff in
such case made & presented a bill in the said Plaintiff and
all being recommended to the said Plaintiff and the said Plaintiff
concerning the said Plaintiff, being of only seven dollars upon the
Chest by the said Plaintiff in the said Plaintiff that the said Plaintiff
Debt guilty and a fine for the said Plaintiff in the said Plaintiff
the said Plaintiff is satisfied by the said Plaintiff that the said Plaintiff
to recover against the said Plaintiff in the said Plaintiff of the said
Money, Damages and Costs of Court taxed at
and the cost of &c

Scott
Belongs to

and Scott of the said Plaintiff in the County of the said Plaintiff and
subscribed his will. The said Plaintiff in the said Plaintiff and
in the said Plaintiff Plaintiff Plaintiff Plaintiff Plaintiff Plaintiff
out of the said Plaintiff Plaintiff Plaintiff Plaintiff Plaintiff Plaintiff
Debt in the said Plaintiff Plaintiff Plaintiff Plaintiff Plaintiff Plaintiff
the said Plaintiff Plaintiff in his Life Time. To wit on the 25th
day of November. Anno Domini 1775 a bill of the said Plaintiff
made and published his last will and Testament
in Writing and signed sealed by him the said Plaintiff
in the said Plaintiff and in and by the said Plaintiff & Testa-
ments among other Things he bequeathed and gave to the
said Plaintiff a Sum of the said Plaintiff in the said Plaintiff

10th May
Baldwin

vided for her by his last will & Testament the said Reuben did con-
in and by the said last will & Testament the said Reuben did con-
stitute and appoint the said Samuel Belding sole Executor of the
said last will & Testament and afterwards, to wit, on the 29th
day of December Anno Domini 1775, at Hartford aforesaid the said
Reuben died, and after his death, to wit, on the third Day of Septem-
ber Anno Domini 1776 at Northampton in said County of
Hampshire the said Samuel presented the said last will &
Testament to Samuel Nathan Esq^r then Judge, for Probate of Wills
and granting administration, for the said County of Hamp-
shire and caused the said Will and Testament to be proved
before the said Samuel Nathan Esq^r and the said Samuel
Belding did then & there accept & take upon himself the Charge
and trouble of executing the said Will & Testament &
the said Judge did then & there make & grant Probate of the
said Will & Testament and certify and approve the same
as the last Will & Testament of the said Reuben as by an
authenticated Copy of the said Will and Testament and the
said Probate thereof in Court to be produced shall fully
appear and the said David and Submit in Petition
that the said Reuben died as aforesaid, having after
more than six years to pay and satisfy all the debts due and
owing from him at his Death and all the demands, Requests
given and requested by him in and by his said last will
and Testament and that the said date of the Death of the said
Reuben to wit, on the said 29th Day of December 1775, happened aforesaid.
came into the Petition and Petition of the said Samuel Belding
as Executor thereof and by Force & Force of the Law of the Common
Law in such Case made and provided the said Samuel Bel-
ding became bound to procure payment delivered to the said
David and Submit in a Sum of 100 Pounds of Money for the said
Submit and being so chargeable the said Samuel Belding on the said
third day of September at Northampton aforesaid in Conversation
having of himself or himself said to the said David and Submit
that he was fully bound that he would procure payment
where the said Submit's demands depended on the said David &
Submit within a reasonable Time after the said Reuben's
Death; and the said David and Submit further aver, that a cer-
tain Sum of Money was the said Reuben's Debt and due the said
Submit and the said Submit's demands have from a partner
submit the said Submit's demands depended on the said David and
Submit in some time elapsed and that the said Submit's Mourning Appa-
rel, in said Submit's case at the Time of making the Promise
aforesaid ever since hath been and now is of the Value of Forty
pounds Silver Money - Now that the said Samuel Bel-
ding tho' often thereto requested and, particularly on the first day
of the said last mentioned November aforesaid paid and delivered the said Sum
of the said Submit's Mourning Apparel for the said Submit to the said David and

Scott & W.?
is
Balding?

submit or any other way but by the Court but unjustly
neglects and refuses to do it to the Damage of the said
David and Submit Fifty pounds
The Parties severally appear by their respective Attys and agree to
refer the Case and all Demands to the said Submit and
final Determination of Oliver Palmer Esq Capt Clerk
of the Court David and Submit by or any two of them who are to
hear the said Parties Arguments to be made up & execution
issued accordingly And it is considered by the Court
that the said Parties have Day here on all the third Tuesday
of May next at the said Court Tuesday of April

Billing
Day
No.

Annual Billings of Sumner in the County of Hampshire
State of Connecticut Sumner. The Annual Day of Sumner
in the County of Hampshire is a Day of the Court
that the said Annual Day at Sumner aforesaid to wit the North-
ampton aforesaid on the fourth day of August Anno
Domini 1778 by his Honor Judge William Whiting under
his hand of that Date for Value received promised to pay the
said Annual Billings the sum of Fifty eight pounds and
four Money on Demand or the least still paid also for that
the said Annual Day at Sumner to wit the Northampton aforesaid
on the sixth day of the month August by his Honor Judge
of that Date for Value received promised the said
Annual Billings to pay in Case other Sum of eighty seven
pounds meaning the said Money on Demand or the least
for the time until paid In the said Annual Day the
other requested has never paid the said Sum or either
of them but unjustly refuses to do it to the Damage of
the said Annual Billings Forty eight pounds

The Ship appears by Charles Chandler Esq Attorney but he will
not be at the time Court is hereby called to come into
Court makes no fact or appearance here Therefore
it is considered by the Court that the said Annual Billings to
recover against the said Annual Day Thirty eight pounds
seven Shillings and five pence of legal Money Damages
and Costs of Court Law and 1/2 and there is

Executed Apr. 16. 1782

Sumner
Boston
No.

William Sumner of Northampton in the County of Hampshire
sent by Andrew Eastwick of Northampton in the County
of Northampton Esq Esq in a Day of Sumner the Court for that
the said Andrew Eastwick Esq Esq in a Day of Sumner the Court for that
said on the twenty ninth day of December 1781 by his Honor Judge
of that Date for Value received promised the said Billi

Gymn
17
Washwick

by payment or Order the sum of Ten pounds and about five pence
lawful Money in Silver or Gold at this Date. It is now at the Court
and yet, pursuant to the order on Demand without cost. Yet the
said Defendant the other requested has never paid the same, but
unjustly refuses to do it to the Damage of the said William
One hundred and fifty pounds. The Plaintiff appears by John
Chandler Williams Gent his Att^y and the Def^t the three Times
publicly called to come into Court make Default of Appearance here. Where
fore it is considered by the Court that the said Defendant have Day here untill
the third Tuesday of May. next after the said second Tuesday of
April

Lombard
17
Dun
No 10

Daniel Lombard of Springfield in the County of Hampshire
Barber. Plaintiff. Samuel Dan of Lenox in the County of
Berkshire Defendant. Deft in a Plea of the Case for that the
said Samuel at Springfield aforesaid on the last Day of Aug-
ust in the Year of our Lord seventeen hundred & seventy seven
by his Note of that Date for Value received promised the said
Daniel to pay him fifteen pounds lawful Money on Dem-
and with Int^y till paid. Also for that the said Samuel
at Springfield aforesaid on the twenty second day of April
Anno Domini 1776 by his other Note of that Date for Va-
lue received promised the said Daniel to pay him three
pounds with Interest untill paid. Yet the said Samuel
the other requested has never paid the same sum or
either of them nor the Interest but unjustly refuses to do
it to the Damage of the said Daniel thirty pounds.
The Plaintiff appears by John Chandler Williams Gent his Att^y and
the Def^t the three Times publicly called to come into Court but
not come but make Default of Appearance here. Where-
fore it is considered by the Court that the said Daniel do re-
cover against the said Samuel Fourteen pounds sixteen
shillings and eleven pence of lawful Money Damages and
Costs of Court taxed at £14.7.0 and there he

Exon^d April 6. 1782

Loomis
17
Adams
No 11

Nathaniel Loomis of Springfield in the County of Hampshire
Plaintiff. John Thorne of Lenox in the County of Berk-
shire Defendant. Deft in a Plea of the Case for that the said
John at Lenox to wit at Northampton aforesaid on the seventh
Day of June last by his Note for Value received promised the
said Nathaniel to pay him nineteen pounds hard Money
by the first of October next meaning the first of October next
ensuing the Date of said Note with Interest untill paid.
Yet the said John the other requested has never paid the same
but unjustly refuses to do it to the Damage of the said
Nathaniel twenty two pounds. The Plaintiff appears by John
Chandler Williams Gent his Att^y and the Def^t the three Times
publicly called to come into Court make Default of Appear-
ance here. Wherefore it is considered by the Court that
the said Nathaniel do recover against the said John nineteen

founder Mon June Shillings of Lawful Money Damages & Costs of Court taxed at Two pounds & ten pence & thereof & thereupon
Exon. p. April 16. 1782

Dwight
Day 8. Mass
No 12.

Jonathan Dwight of Springfield in the County of Hampshire
Merchant Plaintiff vs. John & Samuel Day Debt both of them
in the County of Berkshire Debt in a Plea of Supra for the Case
For that the said John & Samuel at Springfield aforesaid on
the Ninth day of July last by their Note under their hands of
that Date for Value received jointly & severally promised the
said Jonathan to pay him or his Order fifty, five pounds, nine
Shillings and four pence in Spanish milled Dollars at
six Shillings each within One month from this day meaning
the Day of the Date of said Note and if not then paid, with
interest until paid. Yet the said John & Samuel the the said
sum of payment has long since been paid have never paid
the same, nor has either of them done it though requested
but they and each of them unjustly refuse to do it to the Damage
of the said Jonathan Sixty four pounds. It appears by
John Chandler Williams Esq. his Honor the Debt the three
times publicly called to come into Court made Default of
Appearance here. Wherefore it is considered by the Court
that the said Jonathan do recover against the said John &
Samuel Sixty seven pounds thirteen Shillings and eight
pence of Lawful Money Damages and Costs of Court taxed
at One pound eighteen Shillings & 2d and thereof &

Exon. p. April 16. 1782

Wacham
Warren
No 13

Solomon Wacham of Essex in the County of Litchfield & State
of Connecticut Plaintiff vs. Jason Warren of Lenox in the
County of Berkshire Co. Debtor in a Plea of the Case
For that the said Jason at Lenox he was at Northampton on
the 10th day of May Anno Dom. 1774. by his Note of that
Date for Value received promised the said Solomon to pay
him four pounds twelve Shillings Lawful Money by the
first day of November next meaning November next mean-
ing the Date of said Note. Yet the said Jason the
often requested has never paid the same but refuses to do
it to the Damage of the said Solomon seven pounds. It
appears by J. C. Williams Esq. his Honor the Debt the three
times publicly called to come into Court made
Default of Appearance here. Wherefore it is considered by
the Court that the said Solomon do recover against the said
Jason six pounds thirteen Shillings & seven pence of Lawful
Money Damages and Costs of Court taxed at 2s 6d
and thereof &

Exon. p. April 16. 1782

224
6th
Thing
1782

Jeremiah Gaddy of the County of Berkshire
his Indian Ally & Edward Gaddy of the County of Albany
in the County of Albany & State of New York Gent^{ls} vs
John Gaddy the Case for that the said Edward Gaddy of New Lebanon
aforesaid vs a Mr. Northampton on the 25th day of February Anno
Domini 1779 by his Note of that Date for Value received promised
the said Jeremiah to pay him thirty five bushells of good mer-
chantable Indian Corn to be delivered at Hancock in said Berk-
shire County not far from Gg. New Douglass in said Town
at or before the first day of April & he also avers that said 30
bushells of Corn was well worth six pounds lawful Silver Mo-
ney to wit at said Northampton at the time when it should
have been delivered. Yet the said Gaddy has never delivered the
same nor otherwise paid the said Jeremiah therefor.

Also for that the said Gaddy by his other Note on the same 14th
day of February aforesaid New Lebanon to wit at said Northam-
pton promised the said Jeremiah to pay him or Order three
hundred pounds ten shillings lawful Money on Demand with
Interest untill paid. Yet the said Gaddy the latter requested has
never paid the same. Also for that the said Gaddy at said New-
Lebanon vs at said Northampton on the same 14th day of Feb^r
by a certain Writing by him subscribed for Value received
promised the said Jeremiah to transport fifty Head Cattle
of the Town of Kinderhook & Albany to Capt. James Nobles in Pitts-
field and the said Jeremiah avers that on the 5th day of June
on the Year aforesaid he requested the said Gaddy to transport the
said fifty Head Cattle from Kinderhook and Albany to
Capt. James Nobles in Pittsfield which he the said Gaddy
refused to do, to wit at said Northampton & the said Jeremiah
further avers that the Transportation of the said fifty Head
was well worth three pounds lawful Money. Also for that
the said Gaddy at said Northampton on the same 25th day of
February in Consideration that the said Jeremiah had before that time
sold and delivered unto the said Gaddy at his special Instance and
Request One hundred and forty pounds of Head Cattle of the Town
of Kinderhook unto the said Jeremiah. And the said Jeremiah that he the
said Gaddy would when he should be thereto required pay unto the
said Jeremiah so much Money for the said Cattle as the said
Cattle at the time of the Sale and Delivery thereof were reasonably
worth, and the said Jeremiah avers that the said Cattle at the time
aforesaid were reasonable worth the party shillings lawful Money
to wit at said Northampton of which the said Gaddy affirmed
on the same Day had Notice. Yet the said Gaddy the latter request-
ed has never paid the same nor either of the above Sums nor
performed his other Promises so made as aforesaid but
refuses to do so to the Damage of the said Jeremiah Sixty five
pounds. And it happens that S^r William Smith his Att^y & the
Att^y of the three times publicly called to arms into Court make a Depo-
sition of appearance here. Wherefore it is considered by the Court
that the said Jeremiah do recover against the said Gaddy Forty five
pounds eighteen shillings and two pence of lawful Money Damages
and Costs of Court therein & 2^d out and there of &c.
Given under the Great Seal of the State of New York
the 16th day of April 1782

Penfield
Hutchinson
No 15

Daniel Penfield of Granville in the County of Hampshire
vs
Paul Hutchinson of Hillsfield in the
County of Berkshire
Chancery
The said Paul a Petitioner aforesaid viz at Northampton aforesaid
on the seventh day of June last past by his Notar and his
Band of that Date for value in promise Owed another
to pay him or his Order or assigns lawful money in Silver or Gold
on Demand with Interest to the same untill paid, and appeared
to wit on the same Day at Northampton aforesaid the said Paul
he in Courtment on the said Date aforesaid the same to be
the said Daniel Penfield and ordered the Court to be
writely returned to be said to be one of all among them
Paul then and there instantly had Notice and Volume taken
chargeable to pay the Contents of said Note to the said Daniel acc-
ording to the tenor thereof, and being voliable & chargeable the said
Paul then & there in Courtment thereof promised the said
Daniel to pay him the same accordingly on Demand Yet the
said Paul the often requested has never paid the same
but unjustly refuses to do so to the Damage of the said
Daniel Eight pounds & eight shillings & appears by J. Williams Sub-
in Att. and the Court by could not do it. and moves
that this action may be continue &c and it is ordered
by the Court that the said Paul have Day here untill the third
Sunday of May next after the said second Tuesday of
April

Bates
Westcott
No 16

Nathaniel Bates of Granville in the County of Hampshire
vs
Codwinn Poffe of Wootton Bassett in the County of Wiltshire
Chancery
That the said Poffe aforesaid viz at Northampton aforesaid
on the twentieth day of June in the Year of Christ the thousand
seven hundred and eighty by his Note under his hand of that Date for
value received promised the said Nathaniel to pay him, fully
eight Silver Dollars, which the said Nathaniel avers are equal
to seventeen pounds & eight shillings lawful Money to the 20
day of July next/ meaning July next following the Date of said
Note, and if not then paid then with the lawful Interest
from the Date/ meaning the Date of said Note till paid
Nevertheless the said Poffe at the time of payment
is long since, refused & the often requested has never paid the
same but unjustly refuses to do so to the Damage of the
said Nathaniel fourteen pounds & appears by J. Williams Sub-
in Att. and the Court by could not do it. and moves
that this action may be continue &c and it is ordered
by the Court that the said Poffe have Day here untill the third
Sunday of May next after the said second Tuesday of
April

Exon. Given April 16. 1782

2
Hampshire
1782

John Turnbull of Suffolk in the County of Hampshire Gent
vs
John Westcott of Lamberough in the County of Berkshire
Deft in a Plea of Capias for the Cause for that the said Deft
at Southampton a few miles on the 12th day of April Anno
Domini 1781 by his Writ under the Great Seal of Great Britain
received from and the said Deft to pay him the sum of Ten Pounds
and two shillings and six pence which said sum was
equal to five pounds lawful money within three weeks from
the Date meaning the Date of the Writ with interest thereon
the same until paid or tendered by the said Deft to the said
Deft however paid the said sum or interest or any part
thereof but unjustly refused to do so to the Damage of the said Deft
the sum of five pounds — The Deft appeared by W. Williams Esq
and the Deft the same being duly called on in Court
did not come but made default of appearance here —
Wherefore it is considered by the Court that said Deft do owe
against said Deft five pounds seven shillings eight
pence of lawful money Damages and Costs of Court taxed at
£1 19s 2 and three of 8d — Given at April 1782

Old
Bell
1782

Spencer Esq Esquire in the County of Berkshire
vs
Benjamin Phillips Esq of Berkshire
in the County of Hampshire Esquire Deft in a Plea
of the Case for that the said Benjamin a. said Southampton
on the 25th day of February Anno Domini 1781 by his Writ
under the Great Seal of Great Britain received from and the said
Deft to pay him the sum of twelve pounds lawful
money before the 12th day of June then next
with lawful interest which said Deft never paid
the said sum or interest but neglected and refused to do
to the Damage of the said Spencer Twenty pounds —
The Parties now severally appear by Council and agree
that the action be continued, and it is considered by the
Court that the said Parties have day here accordingly until
the third Tuesday of May next

Abraham
Bell
1782

Abraham Bell Esq of the County of Hampshire
vs
Thomas Bell Esq of the County of Hampshire
Deft in a Plea that the said Thomas tender unto the said Abraham
the sum of twenty pounds three shillings & three
pence lawful silver money which he the said Thomas does
justly detain and whereupon the said Abraham
complains for this to wit that whereas the said Thomas at New
Hampshire on the twenty third day of January in the Year
of our Lord seventeen hundred & seventy five by his Writ
under the Great Seal of the said Thomas and an
Order to be produced the Date whereof was Holiday and has
refused to deliver and himself to be received unto the said
Abraham the sum of twenty pounds and eleven shillings

Current Money of the Province of New York (equal to Twenty 10.
pounds Sterling) and three pence lawful Money
to be paid unto the said Abraham whenever after wards he the
said Thomas should be thereto required. Yet the said Thomas
although required hath never paid the same sum or any
part thereof but unjustly neglects and refuses to do so to the
Damage of the said Abraham Twenty One pounds
The Plaintiff by his Attorney Esq^r in All and the Deft^r
the three times publicly called to come into Court make default
of appearance here. Wherefore it is considered by the Court that
the said Abraham do recover against the said Thomas
Twenty pounds and Nine pence of Lawful Money Damages
and Costs of Court taxed at 2s. 6d. and there of
After all which the said Thomas by John Williams Esq^r
his Att^r counsellor and appeals from the judgment of the
Court to the Supreme Judicial Court to be holden at said
Northampton in and for the County of Hampshire on the
last Tuesday of April next and he recognises with Sueton
as the Law directs for the said Thomas prosecuting his
said appeal with Effect as by said Recognizance on
file it appears

order
of
Ct.
p^o 20.

James Butler of Westfield in the County of Hampshire
Sutthman Esq^r & Philip Pitts of the same Westfield Town
Deft^r in Case for that the said Philip a said
Westfield on the twenty seventh day of August Anno Dom
m^c lxxviii hundred & seventy three by his Note of Hand
of that Date for value received procured one Beulah Smith
to pay him or Order four pounds Ten Shillings meaning
lawful money to the said Beulah Smith then and there the
Date of said Note and within the two months or there abouts
and afterwards to wit on the same twenty seventh day of
August 1773 at said Westfield the said Beulah Smith by his
Indorsement on the Back of the said Note with his proper
hand subscribed assigned the same Note to the said Samuel
the Pl^t and ordered the Contn^t thereof then wholly due and
unpaid to be paid to the Pl^t of all which the said Philip
then & there instantly had notice and so became liable to pay
the Contn^t of the said Note to the said Samuel according to
the Tenor hereof and being so he the said Philip then there
procured the Pl^t to pay him the same sum of money by his
said first day of April. Yet the said Philip the after request
ed hath never paid the same sum but unjustly neglects to the
Damage of the said Samuel Nine pounds. The Pl^t ap
pears in his own Person & the Deft^r the three times publicly
called to come into Court make default of appearance here
Wherefore it is considered by the Court that said Samuel do recover
against said Philip Six pounds six shillings & seven pence
of Lawful Money Damages and Costs of Court taxed at
one pound 11s. and there of

Durham
French
No 21

Jonathan French of Springfield in the County of Hampshire
vs
John French of the same County
Plac of the Case for that the said John a b
said Springfield on the twenty third day of July last past
by his Writ under his hand of that date for Value received pro
mised & undertook to pay to or for his own use, benefit
and of merchantable White Flour in one month from the
said 23 day of July, which Flour then was of the Value of
twenty four pounds & had money with lawful Interest for
the same till paid; and afterwards to wit on the same
23 day of July at said Springfield the said David King
by his Indentment & on the Back of the same Note with his
proper hand subscribed & signed the same Note to the P.
Jonathan the P. and order of the Contents thereof then wholly
unpaid to be paid to the said Jonathan, & all which the
said John French then & there instantly, has & there so become
liable to pay the Contents of the Note to the said Jonathan according
to the Tenor thereof and being so liable the said John then & there pro
mised the said Jonathan to pay him the same accordingly. Yet
the often requested the said John French hath never paid the same
or any part thereof to the said Jonathan or any Person for
the said Jonathan but unjustly neglects and refuses to do
so to the Damage of the said Jonathan. Truly yours
The Plaintiff by Saml Foster Esq. his Att. and the Def. the three times
publicly called to come into Court makes default & appearance
here. And it is ordered that this do be continued, & adj
ment to the next Term

Foster
Campbell
No 22

Saml Foster of Southwick in the County of Hampshire vs
John Campbell of the same Southwick
Plac of the Case for that the said John a b said Southwick on the first
day of September last past being justly indebted to the said Foster
in the sum of one hundred pounds lawful Money to balance
book accounts in consideration thereof the said John then & there
assumed on himself and to the said Foster faithfully promised
to pay him the same sum on demand. Also for that the said
John a b said Southwick on the same first day of September last
past in consideration that the said Foster had before that time
up the funeral expenses & the cost of the said John, sold & delivered
to him the said John diverse Good Wares & Merchandise the
same John did thereon take upon himself to the said Foster
then & there faithfully promise that he the said John would well
and truly pay and satisfy him the said Foster when he should
be thereunto required such sum of Money as the said Good & me
Merchandise were reasonably worth, and the said John made with
the said Good & Merchandise not mentioned were reasonably worth
the sum of thirty pounds lawful Money of which the said John
afterward & since the same day & at the same Place had notice
to be for that the said John a b said Southwick on the same first
day of September last past being justly indebted to the said Foster
in another hundred pounds lawful Money in
which he sold for so much Money before that time had & received
of the said Foster the said John, in consideration thereof he
the said John then & there assumed on himself and to the said Foster

Rowe
Campbell

faithfully promised to pay him the same sum on Demand
Also for that the said John at and aboutwork on the last Day of Sep-
tember last coming 1780 being well indebted to the said John
in another sum of Eight hundred pounds in Continental Bills of
Credit for so much Money before that Time had received to the Use
and Benefit of the said John, in Consideration thereof the said
John then and then affirmed on himself and to the said John
faithfully promised to pay him the same sum on Demand
But the said John the often requested hath never paid & hath
the said John the aforesaid sum over and above the said sum
neglects and refuses to pay him the same to the said John
the said John Two hundred pounds - the said John and the
usually appear and agree to refer this Case and all Demands
to the Arbitrament and final Determination of so much
Matter Esq. of David Morley & Mr. Nathan King as any
two of them should think to be made up and given & allow-
ingly - And it is ordered by the Court that the said John
have Day here accordingly until the third Thursday of May next

Willard
Wade
p. 23

Bernard Willard of Greenfield in the County of Hampshire
Trader Peter Willard of South Hampton in the same
County Defendant in a Case for that the said
Dudley a Merchant of Northampton on the 17th day of
July last Dem. 1779 by his Note under his Hand for
Value received promised the said Peter to pay him
the sum of thirty pounds meaning lawful Money in
three months from the Date of said Note and the same
to be kept good as it was then promising that he the said
Dudley would pay whatever Depreciation should arise
on said sum of thirty pounds after the Date of said Note
until the time of payment also meaning that he would
pay lawful interest for the same from the Expi-
ration of said three months until the sum should be paid
But the said Dudley the often requested hath never paid & hath
not but neglects to the said Peter to pay him the said
the said Dudley to appear to satisfy himself with the said Peter
either published to come into Court make the said Peter
appear here & the said Peter is considered by the Court that said
Bernard do recover against said Dudley Two pounds three shil-
lings and eleven pence lawful Money Damages & Costs -
Court taxed at L. 17. 8 & three of 8 Greenfield 1782

Ball
Lodwick
p. 24

Thomas Ball of Brookfield in the County of Middlesex
Executor of the last Will and Testament of Samuel Sedgwick late of
said Brookfield deceased in default of appearance in a Case for
way in the County of Hampshire the said Samuel Sedgwick in a Case
of the Case for that the said John at Brookfield did at said
Northampton on the twenty first day of October last Dem. 1780
by his Note under his

Ball Esq
Goodwin

and for Value received promised the said Samuel to pay him
on his Order the Sum of One pound fourteen shillings & ten
pence the fourth of August Money on the twentieth day of
May next following the Date of said Note with Interest till
paid. Yet the said Samuel the often requested has never paid
the same Sum with the Interest to the said Samuel in his
Life Time nor to the said Thomas executor as aforesaid.
Since the Death of the said Samuel but always hath
refused and neglected to do it to the Damage of the
said Thomas in his said Capacity Three pounds
The Defendant by Dwight Foster Esq^r his Att^y and the Plaintiff the
three times publicly called to come into Court make Default of
appearance here. Wherefore it is considered by the Court
that the said Thomas in his said Capacity do recover against
the said Samuel Three pounds & eleven pence of lawful Money
Damages & Costs of Court taxed at £ 18. 0 & there of &c
Done at New York the 16th of April 1782

Sammond
Patterson
p 25

Archibald Sammond of New York in the County of Worcester
a Roman Plaintiff vs. Turner Peterson Plaintiff in the County of New
York a Roman Defendant in and of the Case for that the said
Turner at New York upon aforesaid on the 20th day of November
anno Domini 1781 by his Note under his hand & seal to him
promised the Plaintiff to pay him on his Order Three hundred
and twenty five pounds lawful silver Money on Demand
with Interest till paid. Yet the said Turner the often requested
hath never paid the same but neglected to do it to the Damage
of the said Archibald Thirty pounds. The Defendant by
Dwight Foster Esq^r his Att^y and the Plaintiff the three times publicly
called to come into Court make Default of appearance
here. Wherefore it is considered by the Court that the said
Archibald do recover against the said Turner Three hundred
and twenty five shillings of lawful Money Damages and Costs
of Court taxed at £ 5. 8 & there of &c Done at New York the 16th of April 1782

Bridgman
Patterson
p 26

Samuel Bridgman of Boston in the County of Suffolk Esq^r
Plaintiff vs. Joseph Peterson Plaintiff in the County of Suffolk a Roman
Defendant in and of the Case for that the said Joseph at New
York upon aforesaid on the 24th day of September 1781 by his Note under
his hand & seal to him promised the Plaintiff to pay him on his Order
Ten pounds meaning lawful silver Money on Demand with
Interest. Yet the said Joseph the often requested has never paid
the same but neglected & refused to do it to the Damage of the said
Samuel sixteen pounds. The Defendant by Dwight Foster Esq^r his
Att^y and the Plaintiff the three times publicly called to come into
Court make Default of appearance here. Wherefore it is
considered by the Court that said Samuel do recover against the
said Joseph Twelve pounds & eighteen shillings of lawful Money Dam
ages and Costs of Court taxed at Two pounds sixteen shillings
and there of &c

Thompson Benjamin Thompson of Waveren the County of Hampshire Vermont 12.
1782
Shakepeace Deft in a Plea of the Case for that the said Plaintiff Benjamin Thompson doth
No 27. Northampton on the 18th day of June 1782 by his Plea
under the same Plea doth demand from the Deft 5 pounds in his
Deft Return of the sum of five pounds and twelve shillings and six pence
lawful Money within two months from the Date of said Plea
to be paid till paid - Yet the said Deft the often requested the
same sum with the interest but not paid but engaged & refused
so to do to the Damage of the said Benjamin fifteen pounds
The Deft appears by his Plea to be the Deft and the Deft the
three times but has called to come in to Court make default
of appearance here - Therefore it is considered by the Court
that said Benjamin do recover against said Deft Nine pounds
three shillings and two pence of lawful Money Damages and
Costs of Court taxed at £. 10. 8 and three pence

Deft in a Plea of the Case for that the said Plaintiff Benjamin Thompson doth
No 28. Northampton on the 18th day of June 1782 by his Plea of the Case for that the
said Deft the often requested the
same sum with the interest but not paid but engaged & refused
so to do to the Damage of the said Benjamin fifteen pounds
The Deft appears by his Plea to be the Deft and the Deft the
three times but has called to come in to Court make default
of appearance here - Therefore it is considered by the Court
that said Benjamin do recover against said Deft Nine pounds
three shillings and two pence of lawful Money Damages and
Costs of Court taxed at £. 10. 8 and three pence

Warner
No 30. Northampton on the 18th day of June 1782 by his Plea of the Case for that the
said Deft the often requested the
same sum with the interest but not paid but engaged & refused
so to do to the Damage of the said Benjamin fifteen pounds
The Deft appears by his Plea to be the Deft and the Deft the
three times but has called to come in to Court make default
of appearance here - Therefore it is considered by the Court
that said Benjamin do recover against said Deft Nine pounds
three shillings and two pence of lawful Money Damages and
Costs of Court taxed at £. 10. 8 and three pence

Warner
vs
Stoane

of the Statute in such Cases made & provided at this time returns &
unpermitted being demanded to be sworn here who to say the
truth concerning the same being duly sworn declare upon
their Oath by William Linnem & Thomas that they find for
the Plaintiff & so in the end there were judgments & for hence
have been considered by the Court that the said Plaintiff do
recover against the said Peter the sum of Fifty pounds & Costs of Court taxed at £30 8 11
Thereupon the said Peter by his counsel & attorneys appeals from the
Judgment of the Court to the Supreme Judicial Court to be
held at said Northampton in and for the County of Hamp-
shire on the last Tuesday of April next and he recognises with
sureties as the Law directs for the said Peter prosecuting his said
appeal with Effect as by said Recognizance appears

Warner
vs
Stoane
p. 10

Elisha Warner of Belchertown in the County of Hampshire Sheriff
vs Peter Stoane of the same County Returner John Dept in aid of the Car-
per that said Peter at said Northampton on the twenty eighth day of Novem-
ber last was by me Note for value received promissed said Elisha to pay
him the sum of Fifty pounds & Costs of Court & Demand. It is said
Peter the other requested hath never paid the same or any part thereof
of both neglects and refusal to do so to the Damage of the said
Elisha Eight pounds. The Fifth appears in his own Person &
the 2^d of the same Term publicly called to come into Court makes
Default of Appearance &c. Wherefore it is considered by
the Court that the said Elisha do recover against the said Peter the
sum of Fifty pounds & Costs of Court & Demand. It is said
at £30 8 11. And now the said Peter by John Williams
Esq^r his attorney commands Court and appeals from the Judgment
of the Court to the Supreme Judicial Court to be held at
said Northampton in and for the County of Hampshire
on the last Tuesday of April next and he recognises with
sureties as the Law directs for the said Peter prosecuting his
said appeal with Effect as by said Recognizance appears

Smith
Broughton
p. 32

Thomas Smith of Hadley in the County of Hampshire Sheriff
vs John Broughton of Hadley in the same County Returner John
Dept in aid of the Carper that said Broughton on the first day of
January last was by me Note for value received promissed said
Smith the sum of Fifty pounds & Costs of Court & Demand. It is said
Broughton the other requested hath never paid the same or any part thereof
of both neglects and refusal to do so to the Damage of the said
Smith Eight pounds. The Fifth appears in his own Person &
the 2^d of the same Term publicly called to come into Court makes
Default of Appearance &c. Wherefore it is considered by
the Court that the said Smith do recover against the said Broughton the
sum of Fifty pounds & Costs of Court & Demand. It is said
at £30 8 11. And now the said Broughton by John Williams
Esq^r his attorney commands Court and appeals from the Judgment
of the Court to the Supreme Judicial Court to be held at
said Northampton in and for the County of Hampshire
on the last Tuesday of April next and he recognises with
sureties as the Law directs for the said Broughton prosecuting his
said appeal with Effect as by said Recognizance appears

Smith
Broughton

Challenges in Wood and the day the Year and into which the
said Year hath not been interrupted as the
upon the said Year bring that and good Proof. The Broughton
deposes the said Year of the said Permits is to the Damage of
the said Year. Truly proved and it thus appears by the same
By his H^h and the Justices of the Peace, mutually called to come into
Court and make their Plea and Answer. Wherefore it is
considered by the Court that the said Year do recover against
the said Broughton Possession of the Land and for and the
Costs of Court taxed at £ 10. 2. 6 and thereupon
And it is so ordered by the Court 23. 1. 82

Mather
Jury
1783

Another Matter of Northampton in the County of Northampton
James Mather of Northampton Plaintiff against
Thomas Mather of Northampton Defendant in the same
County. Verdict in a Plea of the said Cause that
the said Thomas Mather is the Defendant of the said Cause
1782 at Northampton aforesaid by his Wife of that Date for
Value received promised the said Thomas Mather to pay
him three pounds eleven shillings and three pence lawful
Money on Demand with the lawful Interest thereon till paid
But the said Thomas Mather has not paid the Contract of the said Note
either to the said Samuel in his Life Time or to the said Thomas
after the Death of the said Samuel, altho to do so he has been
by the said Samuel in his Life Time used by the said Thomas
other since the Death of the said Samuel often requested
to do so but he has wholly refused and still refuses to pay the
same to the Damage of the said Timothy Ten pounds
The Plaintiff appears by Joseph Charles Esq^r his H^h and the Justices
of the Peace mutually called to come into Court and make
their Plea and Answer here. It is therefore considered
and by the Court that the said Samuel in his said County
do recover against the said Thomas Mather five pounds twelve
shillings and three pence of lawful Money Damages and
Costs of Court taxed at £ 10. 5. 6 and thereupon
Executed June 8. 1782

Fitch
Jury
1784

The Fitch Estate of East Windsor in the County of Stafford
State of Connecticut Thomas Fitch Plaintiff against
James Fitch of Northampton Defendant in the same
County. Verdict in a Plea of the said Cause that
the said Thomas Fitch is the Plaintiff of the said Cause
1783 at Northampton aforesaid by his Wife of that Date for
Value received from the said James Fitch to pay him
Eleven pounds worth of that Cattle on the 15th day of Sep-
tember 1783 and the said James Fitch has not paid the said
the said Fitch at his said Cattle Dwelling House at East Windsor
in the County of Stafford aforesaid and that he would recover
the said Cattle of the said James Fitch Eleven pounds from the Date

Watch
2^d
Saves

of the said Note full paid, And the said Joseph says that he was at
the said Samuel's Dwelling House in Enfield a few days on the said
15th day of September ready to receive the said Cattle as a pound
and he always said he was ready to receive them. Yet the said
Samuel tho often requested has never delivered the Cattle a pound
or any other way paid the contents of said Note but neg-
lects and refuses to do it to the Damage of the said Joseph
Coburn pounds 10. The Debt appears by Joseph Coburn's Sub-
scribing and the Debt the third time, publicly called to
come into Court makes Default of Appearance here
Wherefore it is considered by the Court that the said Joseph do
recover against the said Samuel Seven pounds & fifteen
shillings and five pence lawful Money Damages and Costs
of Court taxed at £15.4.10 the 12th of June 1782

Thomas
2^d
See
1735

Luther Loomis of Enfield in the County of Hartford
and State of Connecticut Roman Catholic Minister of
the Gospel in the County of Hampshire Roman Catholic Minister
of the Gospel on the Case for that he the said John on the
19th day of November last a bill of exchange issued by his Note
of hand of the 6th Date for Value received from the said
Luther to pay him Twenty three pence in milled Dollars
on Demand with the lawful interest thereof till paid -
That the said John has not paid the contents of the said Note
or any part thereof to him the said Luther altho often
requested thereto but neglects and refuses to do it to the
Damage of the said Luther ten pence. The Parties now
severally appear and agree that this action be continued
to the next Term - And it is considered by the Court
that they have Day here accordingly until the third Tuesday
of May next

Read Esq
2^d
Patterson
1736

John Read of Reading in the County of Fairfield & State of
Connecticut Esq. Plaintiff in Equity vs. John Patterson of the County
of Hampshire Roman Catholic Minister of the Gospel Defendant
Demands against the said Joseph the lot the most Lot of Land
in the lot of the said Lot from the East in the Town of Enfield so
called in the said a pound, extending North on a way one
hundred rods wide and from the West side of the said Lot
one mile long - Also the better most Lot of Land of the fourth
Tier of Lots from the East in the same Town of Enfield in the
said a pound, extending North on a way one hundred
rods wide and from the East and by North half a mile
long - Which Tracts of Land with the appurtenances the
said John Demands as his Right and Substantive, and
wherefore the said John says that he the said John within
thirty Years last past was seized of the demanded Premises in
his Demesne as well as Right in a Time of Peace taking the
Profits thereof to the use of Twenty shillings for the Year in
Quint Corn and Grass; since which the said Joseph hath unjustly
and without judgment entered into the same and thereof dispo-

Sum
at
N^o 32)

Wm. Blin & Son of Northampton in the County of Northampton 15.
and State of Connecticut before us at Northampton, Justice of the Peace
for the County of Berkshire. Do hereby certify that
for that the said William at Northampton do hereby certify that
before on the 31st day of August 1881 Andre Dominie going by his Note of
that date for and to the sum of three hundred pounds lawful Money in Silver Currency
the sum of three hundred pounds lawful Money in Silver Currency
by and before the thirty first day of August 1881 then lawful and
the said sum meaning the said sum, from the sum of three
for payment in said Note) Further the said Andre at North
ampton do hereby certify that on the thirty first day of
August 1881 he appeared by his attorney and paid to the said
for value received of the said Andre a sum of three hundred pounds
the said sum in Silver Currency at a before
the thirty first day of August 1881. The said sum he has paid in
one hundred pounds lawful Money from the said sum of three hundred
pounds lawful Money in said Note. And that the said Andre
has the often requested the said Andre to do it to the damage
of the said Andre the sum of three hundred pounds

The Appraiser by Court that said Andre and the said Andre
have been publicly called to come into Court and make default of
appearance has been considered by the Court that the
said Andre do recover against the said Andre three
hundred and fifty pounds, Nine shillings and Six pence of lawful
Money damages and Costs of Court taxed at £2 7s 6d and
thereof 4s — — — — — Executed the 16th day of 1882

Elderkin &
Lawrence
N^o 40

Jedediah Elderkin of Northampton in the County of Northampton &
State of Connecticut Esq. Plaintiff. Daniel Lawrence of the County
of Berkshire Defendant. Do hereby certify that
for that said Daniel at Northampton do hereby certify that
before on the twentieth day of September in the year
of our Lord Christ nineteen hundred and seventy three by his Note
of that date for and to the sum of three hundred and seventy three
pounds lawful Money in Silver Currency at a before
the twentieth day of September in the year of our Lord Christ
nineteen hundred and seventy three the said sum he has paid in
one hundred pounds lawful Money from the said sum of three hundred
pounds lawful Money in said Note. And that the said Daniel
has the often requested the said Daniel to do it to the damage
of the said Daniel the sum of three hundred pounds

The Appraiser by Court that said Daniel and the said Daniel
have been publicly called to come into Court and make default of
appearance has been considered by the Court that the said Daniel
do recover against the said Daniel three hundred and seventy three
pounds, Nine shillings and Six pence of lawful Money damages and
Costs of Court taxed at £2 7s 6d and thereof 4s — — — — —

Sum
at
N^o 41

Daniel Lawrence of the County of Northampton &
State of Connecticut Esq. Plaintiff. Daniel Lawrence of the County
of Berkshire Defendant. Do hereby certify that
for that the said Daniel at Northampton do hereby certify that
before on the twentieth day of September in the year

Norman
Baker

Norman Baker of New York by his Note of the 1st of June 1781 for Value received
of David Daniel Esq. the sum of Three pounds four shillings
and six pence lawful money with the current interest thereon at six
pence per cent. in good and merchantable Wheat at four
shillings per bushel at the first day of September, and lawful
interest and the said David in furtherance of said three pounds four
shillings and six pence lawful money, which was to have been paid in
good merchantable Wheat at six shillings per bushel, at the
said time when it should have been paid and delivered, was well
worth and equivalent value to Eight pounds six shillings and six pence
lawful money and the said David owing he has always
stood ready to make value thereon ready fourteen shillings lawful
money which was according to the case, and that it to have been
paid in good merchantable Wheat, to wit at his dwelling house
in New York City, for and in discharge of the said sum, the
petitioner requested hath never paid said Wheat or in any way
satisfied his said promise but brought and refused to do it
to the damage of the said David Oliver pounds

The Petitioner by Gould Esq. his Att. and the Deft. to these
times has been called to court to make Default of appearance
herein therefore considered by the Court that said
David do recover against said Daniel the sum of three
pounds and ten pence of lawful money damages and Costs
of Court taxed at 10/- by the Court on 16th Apr. 1782

Norman
Baker
1742

Norman Baker of New York by his Note of the 1st of June 1781 for Value received
of David Daniel Esq. the sum of Three pounds four shillings
and six pence lawful money with the current interest thereon at six
pence per cent. in good and merchantable Wheat at four
shillings per bushel at the first day of September, and lawful
interest and the said David in furtherance of said three pounds four
shillings and six pence lawful money, which was to have been paid in
good merchantable Wheat at six shillings per bushel, at the
said time when it should have been paid and delivered, was well
worth and equivalent value to Eight pounds six shillings and six pence
lawful money and the said David owing he has always
stood ready to make value thereon ready fourteen shillings lawful
money which was according to the case, and that it to have been
paid in good merchantable Wheat, to wit at his dwelling house
in New York City, for and in discharge of the said sum, the
petitioner requested hath never paid said Wheat or in any way
satisfied his said promise but brought and refused to do it
to the damage of the said David Oliver pounds

Norman
Baker
1745

Norman Baker of New York by his Note of the 1st of June 1781 for Value received
of David Daniel Esq. the sum of Three pounds four shillings
and six pence lawful money with the current interest thereon at six
pence per cent. in good and merchantable Wheat at four
shillings per bushel at the first day of September, and lawful
interest and the said David in furtherance of said three pounds four
shillings and six pence lawful money, which was to have been paid in
good merchantable Wheat at six shillings per bushel, at the
said time when it should have been paid and delivered, was well
worth and equivalent value to Eight pounds six shillings and six pence
lawful money and the said David owing he has always
stood ready to make value thereon ready fourteen shillings lawful
money which was according to the case, and that it to have been
paid in good merchantable Wheat, to wit at his dwelling house
in New York City, for and in discharge of the said sum, the
petitioner requested hath never paid said Wheat or in any way
satisfied his said promise but brought and refused to do it
to the damage of the said David Oliver pounds

have been delivered And the said Norman in said case said he
 124 bushells of wheat at the time of seizure have been delivered
 was reasonably worth the sum of thirty six pounds and four
 shillings lawful money and the said Norman says he always
 stood ready to receive the said wheat at the time and place where
 it should have been paid & delivered & yet the said Norman the
 often requested hath never paid & delivered said 124 bushells
 of wheat according to his promise nor any way satisfied said
 Norman for the same, but neglects and refuses to do so the
 Damage of the said Norman Forty pounds — The Plaintiff
 prays by Could not in all and the said three times
 publicly called to come into Court make default & appearance
 and here — & therefore it is considered by the Court that the
 said Norman do never again set the said Samuel & his
 assigns therein shillings and three pence of lawful money
 Damages and Costs of Court taxed at £2.3.2 & there of &c
 Given &c. Jan. 10. 1782

Denison
 21
 Defendant
 1781

Edward Denison of Warwick in the County of New London and
 State of Connecticut Trader Defendant Robert Dickinson of Pittsfield
 in the County of Berkshire Sub Plaintiff in a Plea of the Case for
 that the said Robert Dickinson on the 30th day of July in
 the Year of our Lord 1781. by his Wife for Value received borrowed
 the said Edward a payment or Order the sum of two hundred
 & seventy six Spanish milled Dollars or the Value thereof in
 Gold on Demand with the Interest till paid & yet the said Robert
 the often requested has never paid said sum or any way
 satisfied the same, but neglects and refuses to
 do so to the Damage of the said Edward Forty pounds —
 The Plaintiff prays by Could not in all and the said three times
 publicly called to come into Court make
 default & appearance here — & therefore it is considered
 by the Court that the said Denison do never against the
 said Robert Forty six pounds twelve shillings & ten pence
 of lawful money Damages and Costs of Court taxed at
 £14.14.2 and there of &c Given &c. May 24. 1782

Webster
 21
 21
 1785

Justice Waller of Westfield in the County of Hampshire, Roman
 Plaintiff Defendant William Dickinson of Pittsfield in the County of Berkshire
 Sub Plaintiff in a Plea of the Case for that the said
 Robert Dickinson on the 28th day of June Anno Domini 1784. by his Wife for Value
 received from said Daniel Waller a payment or Order the sum of
 thirteen pounds five shillings & two pence lawful money on De-
 mand with the Interest till paid and refused to do so the

Wille
2 1719

came 25th March 1719. The said John then by his Indorsement on said Note with his proper hand subscribed assigned the same Note to the said Justus and ordered the Contents thereof then unpaid to be paid to the said Justus of all which the said John then & there instantly afterwards had Notice and so became liable to pay the Contents of said Note to the said Justus according to the Tenor thereof and being so liable the said John then & there in Consideration thereof promised the said Justus to pay him the same according to Demand. Further the said John by his other Note of that Date for Value received of Daniel Miller to pay him or Order the Sum of Twelve pounds six shillings by the first day of January next meaning the month of January next beginning the Date of said Note with his proper hand subscribed assigned the same Note to the said Justus Miller and ordered the Contents thereof then wholly unpaid to be paid to the said Justus of all which the said John then & there instantly had Notice and so became liable to pay the Contents of the said Note to the said Justus according to the Tenor thereof being so liable the said John then & there in Consideration thereof promised the said Justus to pay him the same accordingly. Further the said John by his other Note of that Date for Value received of Daniel Miller to pay him or Order the Sum of Eleven pounds seven shillings & three pence by the first day of December next meaning the month of December next after the Date of said Note & to be upon Interest at the rate of six pence per cent per annum to wit on the same 7th of November & then the said John by his Indorsement on said Note with his proper hand subscribed assigned the same Note to the said Justus Miller and ordered the Contents thereof then wholly unpaid to be paid to the said Justus of all which the said John then & there instantly afterwards had Notice and so became liable to pay the Contents of said Note to the said Justus according to the Tenor thereof being so liable the said John then & there in Consideration thereof promised to pay him the same accordingly when due. But the said Justus requested the said John that he should pay him of Money on said several Notes the Interest he thought and he thought to be due to the Damage of the said Justus Fifty Nine pence.

The said Justus then & there instantly afterwards called the same into Court and he thought to be due to the Damage of the said Justus Fifty Nine pence. Wherefore it is considered by the Court that the said Justus Miller do recover against said John Forty three pounds four shillings and six pence of the said Money Damages and Costs of Court taxed at 2s 6d. After all which the said John by John Chandler his Attorney at Law did move the Court for a stay of the said Justus Miller's recovery on the said several Notes until the said Justus Miller should have received the said Money Damages and Costs of Court. And the Court did order that the said Justus Miller should have the said Money Damages and Costs of Court as above said.

Denio's Ex
Foster
No 146

David Well-Horn and Balthus Denio Hornan both of Greenfield in 1774
the County of Hampshire Executors of the Last Will & Testament
of Aaron Denio late of Greenfield a freeborn Luncheon deceased
Esq. & Ezekiel Foster of Dennistown in the same County Deft in
a Plea of Surrog on the Case for that the said Ezekiel and Balthus
Foster now deceased within the said Ezekiel survived John Northa-
mpton aforesaid on the 24th day of June Anno Domini 1780
by their Note of that Date for Value recd promised the said Aaron
Denio in his Life Time to pay to him three pounds meaning
that Sum of lawful Money & a few before the first Day of May
then next meaning to pay interest after the said Time of pay-
ment until paid Yet the said Ezekiel & John in the Life
Time of the said John and the said Ezekiel after the Death of
the said John have not paid the Contents of the said Note to the
said Aaron in his Life Time or to the said David & Balthus or
either of them after the Death of the said Aaron, altho the said
Ezekiel & John in the Life Time of the said John & the said Ezekiel
after the Death of the said John were often requested so to do by the said
Aaron in his Life Time and by the said David & Balthus after the Death
of the said Aaron but unjustly neglected and refused and the
said Ezekiel still unjustly doth neglect and refuse to do so to the Dam-
age of the said David & Balthus in their said Capacity, Fifteen pounds
The Parties severally appear and on the Motion of the Deft for a
Continuance it is considered by the Court that the said Parties
have Day here until the third Tuesday of May next after the
said second Tuesday of April

Bridgham
Lyles
No 47

James Bridgham of Boston in the County of Suffolk Esq.
Plff v Jonathan Lyles of Wilbraham in the County of
Hampshire Laborer Deft in a Plea of the Case for that the
Jonathan aforesaid Wilbraham on the twenty second day of Jan-
uary Anno Domini 1774 by his Note under his hand for Value
received promised the said James to pay him or Order the Sum
of eight pounds on Demand with the Interest till paid Yet the
said Jonathan the often requested hath not paid to the said
James or his Order said Sum nor said Interest but neglected
it to the Damage of the said James Thirty pounds

The Parties severally appear and agree that this action be conti-
nued to the next Term and that the argument at that Time
be first - Wherefore it is considered by the Court that the
said Parties have Day here accordingly until the third Tues-
day of May next after said second Tuesday of April

Same
Colton
No 48

James Bridgham of Boston in the County of Suffolk Esq.
Plff v Samuel Colton of Greenwich in the County of Hampshire
Hornan Deft in a Plea of the Case for that where as the said
Samuel aforesaid Greenwich on the 31st day of May Anno Dom
1773 by his Note under his hand of that Date for Value received
promised the said James to pay him the Sum of two pounds four
shillings and three pence on Demand with the Interest meaning

Bridgham
67
Cotton

(with Interest till paid) Also for that the said Samuel Watson did
Greenwich on the eighth day of September last past was indebted
to the said James in the Sum of eighteen shillings and his true
lawful Silver Money for so much Money by the said James
for the Use of the said James before that James had & received, one
being so indebted the said Samuel in Consideration thereof after
wards to wit to the same Day one Year last above mentioned
at Greenwich aforesaid a sworn upon himself & to the said
James there & there faithfully promised that he the said Samuel
would well and truly pay to the said James on Demand the
said last mentioned Sum. Yet the said Samuel the often
requested hath not paid to the said James either of said Sum
nor said Interest but neglects it to the Damage of the said
James Twenty pounds. The Plff appears by Abner Morgan
Esq^r his Att^y and the D^{ft} the three Times publicly called to come
into Court makes Default of Appearance here. Wherefore
it is considered by the Court that the said James do recover
against the said Samuel Eight pounds, seventeen shillings
and nine pence lawful Money Damages and Costs of Court
taxed at £3. 0. 2 and there of &c. Exec^o i^o Apr 16. 1782

James
Thompson
No 40

James Bridgham of Boston in our County of Hampshire
Esq^r Plff v James Thompson of Braintree in the County of
Hampshire Thomsen D^{ft} in a Plea of the Case for that whereas
the said James Thompson at said Braintree on the twenty-
sixth day of June last past by his Note under his hand of that
Date for Value received promised the said James Bridgham to
pay him or Order the Sum of fourteen pounds six shillings
in Gold or Silver Coin on Demand with Interest till paid
Yet the said James Thompson the often requested hath not paid
to the said James Bridgham said Sum nor said Interest but
neglects it to the Damage of the said James Bridgham Thirty
pounds. The Plff appears by Abner Morgan Esq^r his Att^y
and the D^{ft} the three Times publicly called to come into Court
makes Default of Appearance here. Wherefore it is
considered by the Court that the said James Bridgham do re-
cover against the said James Thompson fourteen pounds nine-
teen shillings and six pence of lawful Money Damages and Costs
of Court taxed at Three pounds and ten pence & there of &c.
Exec^o i^o Apr 16. 1782

James
Crown
No 50

James Bridgham of Boston in our County of Hampshire
Esq^r Plff v James Crown of Braintree in the County
of Hampshire Thomsen D^{ft} in a Plea of the Case for that
whereas the said Baron at said Braintree on the 10th day of Novem-
ber last past by his Note under his hand of that Date for Value
received promised the said James to pay him the Sum of Four
pounds seven shillings Silver Money on Demand with Interest
till paid Yet the said Baron the often requested hath not paid
to the said James said Sum nor said Interest but neglects it
to the Damage of the said James Ten pounds. The Plff appears by
Abner Morgan Esq^r and the D^{ft} the three Times publicly called to come
into Court makes Default of Appearance here. Wherefore it is con-
sidered that said James do recover against said Baron Four pounds, seven
shillings & three pence Damages and Costs of Court taxed at £2. 18. 6
and there of &c. Exec^o i^o Apr 16. 1782

Moore
Taylor
No 51

John Moore of Wincen in the County of Lincoln & late of Con n: 18
where Thomas Dpt in a Plea of the Case for that whereas the said James
at said Pelham on the first Day of May in the Year of our Lord
One thousand seven hundred and Sixty Six by his Note under his
hand of that Date for Value received promised the said John to pay
him the Sum of fifteen pounds lawful Money on Demand with
lawful Interest till paid. Yet the said James the often requested
hath not paid to the said John said Sum nor said Interest
but neglects it to the Damage of the said John Forty pounds —
The Plea appears by Abner Morgan Esq: his Att: and the Dpt the
three Times publicly called to come into Court makes Default
of appearance here. Wherefore it is considered by the Court
that the said John do recover against said James Twenty
five pounds Nine shillings & of lawful Money Damages &
Costs of Court taxed at Two pounds four shillings & eight pence
and thereof &c
Ex con of Apr 16. 1782

Baker
Moulton
No 52

Deborah Baker of Charlton in our County of Worcester Spinster
Dpt Jonathan Moulton of South Brimfield in the
County of Hampshire Thourer Dpt in a Plea of the Case
for that whereas the said Jonathan at said South Brimfield
on the twelfth day of May last past by his Note under his hand
of that Date for Value received promised to pay & deliver to her
twenty One good merchantable Sheep of the Value of Ten pounds
ten shillings within six months from the Date hereof
meaning from y^e Date of said Note. Yet the said Jonathan
an the often requested hath not paid or delivered to the
said Deborah said Sheep altho the said Deborah hath al-
ways been ready at her Dwelling House in said Charlton
to receive the same, nor hath he any way paid or satisfied
her therefor but neglects and refuses so to do, to the Damage
of the said Deborah Twenty pounds — The Plea appears by
Abner Morgan Esq: his Att: and the Dpt the three Times publicly
called to come into Court makes Default of appearance
here. Wherefore it is considered by the Court that the said
Deborah do recover against the said Jonathan eight pounds
twelve shillings of lawful Money Damages and Costs of
Court taxed at £ 2. 3. 6 and thereof &c

Danielson
Smith
No 53

Nathaniel Danielson of Brimfield in the County of Ham-
psire Gentleman Dpt Lemuel Smith of Ware in the
same County Thourer Dpt in a Plea of the Case for that
whereas the said Lemuel at said Brimfield on the sixth
Day of November last past by his Note under his hand
for Value received promised the said Nathaniel to pay
him the Sum of seven pounds five shillings & silver Money
on Demand with Interest till paid. Yet the said Lemuel
the often requested hath not paid to the said Nathaniel
said Sum nor said Interest but neglects it to the Damage of the said
Nathaniel Eighteen pounds — The Plea appears by Abner

Danielson
vs
Smith

Morgan Esq^r his Att^y and the Deft^s the three Times publicly
called to come into Court makes Default & Appear-
ance here — Wherefore it is considered by the Court
that said Nathaniel do recover against Samuel
Four pounds eight shillings and two pence Lawful
Money Damages and Costs of Court taxed at Two
pounds & there of &c — Exce^{pt} Apr. 16. 1782

Moulton
vs
Butler & Hibbes
N^o 54

Samuel Moulton of South Brimfield in the County of
Hampshire Plaintiff Thomas Peep & Nathaniel Butler of Ludlow
Gentlemen & Moses Hibbes of Worcester Gentlemen both in the said
County of Hampshire Defts in a Plea of the Case for that
whereas the said Nathaniel & Moses at said South Brimfield
on the thirteenth day of November Anno Domini 1780 by their
Note under their hands of that Date for Value received promising
the said Samuel to pay him sixty bushells of good merchantable
Rye at three shillings per bushell or neat Cattle as they would
in the Year 1774 meaning to deliver to the said Samuel sixty
bushells of good merchantable Rye of the Value of sixteen pounds
or as many neat Cattle as nine pounds would have pur-
chased in the Year 1774 which the D^{ts} were one of the Value
of the said sum of sixteen pounds to be paid by the first
day of May next meaning by the first day of May next after
the Date of said Note if not paid then in Interest till paid —
Yet the said Nathaniel & Moses the D^{ts} requested have not paid
or delivered to the said Samuel said Rye or said Cattle altho
the said Samuel hath always been ready at his Dwelling House
in said South Brimfield to receive the same nor have they
or either of them paid or satisfied him there for but neg^{lect} &
refuse so to do to the Damage of the said Samuel Thirty pounds
The D^{ts} appearing by their Attorney Morgan Esq^r his Att^y and the Deft^s the
three Times publicly called to come into Court make Default
of appearance here — Wherefore it is considered by the
Court that the said Samuel do recover against the said Nathe-
aniel and Moses Ten pounds & twelve shillings of Lawful
Money Damages and Costs of Court taxed at £ 2 & there of
Exce^{pt} Apr. 16. 1782

Lyon
vs
Carter
N^o 55

Alfred Lyon of South Brimfield in the County of Hampshire
Plaintiff William Carter Jun^r of Dudley in the County of
Worcester Defendant in a Plea of the Case for that whereas the said
William at said South Brimfield on the 24th day of August
last past by his Note under his Hand of that Date for Value rec^d
promised the said Alfred to pay him the sum of sixteen
pounds to be paid in Silver or Money at five shillings and eight
pence per ounce on Demand with Interest till paid — Yet
the said William the D^{ts} requested hath not paid to the said
Alfred said sum nor Interest but neg^{lect} it to the Damage

of the said Al. Ind. Thirty pounds — The Pl. appears by 19
Abner Morgan Esq. his Att. and the Def. the three times publicly
called to come into Court makes Default of Appearance here
Wherefore it is considered by the Court that the said Alfred do
recover against the said William Sixteen pounds & twelve
shillings of lawful Money Damages and Two pounds ten
shillings and four pence taxed for Costs and thereof &c
Exon. 16. Apr 16. 1782

Shaw
Thompson
No 56

Jacob Shaw of Brimfield in the County of Hampshire
Thompson Esq. v. Alphens Thompson of Brimfield a Jous.
Thompson Def. in a Plea of the Case for that whereas the said
Alphens at said Brimfield on the twenty sixth Day of Feb.
many last past by his Note under his hand of that Date
for Value received promised the said Jacob to pay him or Order
the sum of twelve hundred pounds within two months meaning
two months from the Date of said Note &c to make the Money at
good as it is now meaning as good as it was at the Date of said Note
with Use and Damage if not paid then meaning if the Money
mentioned in said Note was not paid within two months from
the Date of said Note, then Interest till paid and Damage for
detaining said Money, Yet the said Alphens tho often requested
hath not paid to the said Jacob said sum nor said Interest
but neglects it to the Damage of the said Jacob the sum of Thirt
ty pounds — The Pl. appears by Abner Morgan Esq. his Att.
and the Def. the three times publicly called to come into Court
makes Default of Appearance here. Wherefore it is considered
by the Court that the said Jacob do recover against the said Alphens
the sum of Seventeen pounds One shilling & seven pence &
Costs of Court taxed at Two pounds One shilling & seven pence
and thereof &c

Bridgman
In
Smallman
No 57

James Bridgman of Boston in the County of Middlesex Esq. v.
Joseph Inallridge of South Brimfield in the County of
Hampshire Thompson Def. in a Plea of the Case for that whereas
the said Joseph at said South Brimfield on the second Day of
June in the Year of our Lord One thousand seven hundred &
seventy five by his Note under his hand of that Date for Value
received promised the said James to pay him or his Order Thirt
pounds thirteen shillings and One penny on Demand with
Interest meaning with Interest till paid, Yet the said Joseph
tho often requested hath not paid to the said James said
sum nor said Interest but neglects it to the Damage of the
said James Thirty pounds — The Pl. appears by Abner
Morgan Esq. his Att. and the Def. the three times publicly called
to come into Court makes Default of Appearance here
Wherefore it is considered by the Court that the said James do recover
against the said Joseph Thirteen pounds twelve shillings & two pence
of lawful Money Damages and Three pounds & two pence of like
Money for Costs of Suit & thereof &c Exon. 11 May 23. 1782

Bridgman
Rosebrook
No 58

James Bridgman of Boston in the County of Middlesex Esq. v.
Joseph Rosebrook of South Brimfield in the County of
Hampshire Thompson Def. in a Plea of the Case for that whereas

Brigham
for
Rosebrook
No 58

the said John at said South Brimfield on the 25th Day of January
in the Year of our Lord 1772 by his Note under his hand of that
Date for Value received promised the said James to pay him in the
Sum of One pound Nine shillings in Six months from
the Date hereof / meaning from that Date of said Note / with
Interest till paid. Also for that whereas the said John at said
South Brimfield on the 31st day of December last past was
indebted to the said James in the Sum of Two pounds three shil-
lings and Nine pence lawful Silver Money according to the
Account annexed & to balance the same, for divers Goods -
Wares & Merchandises by the said James before that Time sold
& delivered to the said John & at his special Instance & Request
and being so indebted he the said John in Consideration thereof
undertook and to the said James then & there faithfully pro-
mised to pay him the same Sum on Demand. And whereas
also afterwards on the same thirty first day of December aforesaid
~~the said James recovered a Debt of the said John~~ in Consideration
on that the said James had before that Time sold & delivered to
the said John at his the said John's like Instance & Request
divers other Goods Wares & Merchandises, he the said John under-
took and to the said James then & there faithfully promised to
pay him on Demand so much Money as the said last
mentioned Goods Wares & Merchandises were reasonably
worth, and the said James in fact says that the said last
mentioned Goods Wares and Merchandises were reasonably
worth One other Sum of Eight pounds Nine shillings & Eleven
pence of like lawful Money. Whereof the said John afterwards
to wit, the same day & Year last above mentioned then had
Notice. Yet the said John the after requested hath not
paid to the said James either of said Sums nor said
Interest but neglects it to the Damage of the said James
fifteen pounds. The Deft appears by Abner Morgan's
and the Deft the three Times publicly called to come into Court
makes Default & obdurate there. Wherefore it is
considered by the Court that the said James do recover against
the said John Four pounds ten shillings and three pence of
lawful Money Damages and Costs of Court taxed at Two
pounds sixteen shillings and six pence & thereof &c

Edward
Stendrick
No 59

Henry Franklin of Amherst in the County of Hampshire
Thames St John James Stendrick of the same Amherst last past
in a Plea of Turpasse. The Case for that whereas the said James
at Amherst aforesaid on the seventh day of January Instant
was justly indebted to the said Henry in the Sum of Forty Nine pounds
eighteen shillings & four pence lawful Money of this Common-
wealth for the like Sum of Money by him the said Henry for the
same James Stendrick at his special Instance & Request before
that Time paid & out of his pocket expended, and being so indebted the
aforesaid James in Consideration thereof afterwards to wit, the
same Day & Year aforesaid at Amherst aforesaid took upon him
self and to the said Henry faithfully promised to pay him the

Franklin
vs
Hendrick

James Sum whenever after he should be thereto required 20
And also for that whereas the said James afterwards to wit on the
same seventh Day of January aforesaid at Amherst aforesaid
was justly indebted to the said Henry in other sum of Forty
Nine pounds eight shillings and four pence of like law
ful Money for Money before that Time had received by the
said James to the use of the said Henry, and being so indebted
the said James then & there in Consideration thereof undertook
and to the said Henry faithfully promised that he the said
James would well and truly content and pay to the said
Henry the last mentioned sum of forty Nine pounds eight
shillings and four pence whenever after he the said
James should be thereto required - Also for that the said
James at Amherst aforesaid on the same seventh Day of January
aforesaid was justly indebted to the said Henry in other
sum of One hundred pounds of like lawful Money for
diverse sums of Money before that Time advanced laid out
and expended in and about the Business of him the
said James and at his the said James special Instance &
Request. He the said James then & there assumed on him-
self and to the said Henry faithfully promised to pay him
the last mentioned sum of One hundred pounds whenever
after he should be thereto required - Also for that whereas the
said James at Amherst aforesaid on the same seventh Day of January aforesaid
was justly indebted to the said Henry in other sum of twenty pounds
of like lawful Money for sundry Articles, Books & account. He the
said James then & there in Consideration thereof assumed on him-
self and to the said Henry faithfully promised to pay him
the last mentioned sum on Demand. He the said James tho
often requested hath never paid said sum or ever fulfilled
his Promise or either of his said Promises but unjustly neg-
lects it to the Damage of the said Henry twenty pounds

The Petitioner on this Petition sheweth that the Right by
James Strong Esq. and moves that this action be continued to the
next Term and it is considered by the Court that the said Parties
have Day here accordingly until the third Tuesday of May next
after the said second Tuesday of April

Field
vs
Webster
No 60

Samuel Field of Deerfield in the County of Hampshire Gent.
Petitioner Stephen Webster of Barnardston in the same County
Respondent doth on and to the Court shew that the said Stephen
at said Barnardston on the twenty sixth day of January
anno Domini 1774 by his Note of that Date for Value received
promised the said Samuel to pay him the sum of two
pounds ten shillings & five pence on Demand. Yet the said
Stephen tho often requested hath never paid the Content of
said Note nor any part thereof but neglects it to the Damage
of the said Samuel four pounds - The Petitioner by Caleb
Strong Esq. his Att. & the Respondent by Caleb
Strong Esq. his Att. makes Default to appear
and here - Wherefore it is considered by the Court that the said
Samuel do recover against the said Stephen
of lawful Money Damages & Costs of Court
& thereof &c

Payed at £

Childs
21
Allis & al
No 61

Amos Childs of Duxfield in the County of Hampshire Thomas
W. William Allis and Zebadiah Allis both of Montague in the
same County Thomas Defts in a Plea of the Case for that
the said William & Zebadiah at Montague aforesaid on
the 29th of May last past by their Note in Writing by them
subscribed of that Date for Value received promised said
Amos to pay him or Order Seventy Nine pounds lawful Mo-
ney in Gold or Silver meaning Gold or Silver Money on Demand
and with Interest for the same untill paid - And also
for that the said William and Zebadiah at said Monta-
gue on the Ninth Day of November last past by their other
Note in Writing by them subscribed of that Date for Value
received promised One Caleb Allen to pay him or his Order
the Sum of twenty seven pounds & two Shillings solid Coin
(meaning Gold or Silver Money) on Demand with Interest
for the same untill paid, and the said Caleb afterwards
the same Day at Montague aforesaid by his Endorsement on
the Back of the same Note ordered the Contents thereof then wholly
due and unpaid to be paid to the said Amos, whereof the
William & Zebadiah there instantly afterwards the same Day
had Notice & thereby became liable to pay the same to the said
Amos on Demand and being so liable they then & there
promised him to do it accordingly - Yet the said William
& Zebadiah the often times requested have never paid the
Contents of either of the aforesaid Notes, but they and
each of them wholly neglect to do so to the Damage of the
said Amos Twenty Nine pounds - The Petitioner by Caleb Strong
Esq his Att^y and the Defts the three Times publicly called to come into
Court make Default of Appearance here - Wherefore
it is considered by the Court that the said Amos do recover against
the said William and Zebadiah Eighty three pounds & eight pence
of lawful Money Damages and Costs of Court taxed at One
pound eleven shillings & eleven pence & thereof &c

Simmons
21
Taylor
No 62

Joseph Emerson of Wendell in the County of Hampshire Thomas Petitioner
Robert Taylor of Upton in the County of Worcester Thomas Defts in
a Plea of the Case for that the said Robert at Northampton in the
County aforesaid on the 25th day of June Anno Domini 1775 by his
Note of hand of that Date for Value rec^d promised the said Joseph
to pay him or his Order Two pounds twelve shillings & six pence
on Demand with Interest for the same Sum till paid. Yet
the said Robert the often requested hath never paid said Sum
or ever fulfilled his promise aforesaid but unjustly neglects
it to the Damage of the said Joseph Two pounds - The Petitioner
appears by John C. Williams Esq. his Att^y and the Defts the
three Times publicly called to come into Court make Default
of Appearance here - Wherefore it is considered by the Court
that the said Joseph do recover against the said Robert Three
pounds thirteen shillings and eight pence of lawful Money Dam-
ages and Costs of Court taxed at £ 3 2s 0 & thereof &c
Given under the Seal of the Court June 7. 1782

White
Dukeinon & al
N^o 63.

Nathaniel White of Hadley in the County of Hampshire Treasurer 28th Feb^r 1780 for Dukimon Esq^r and John Billings Gent both of Amherst in the same County Depts in a Plea of the Case for that the said Mofrand John at Hadley aforesaid on the eleventh Day of December last past by their Note of hand of that Date for Value received promised one Daniel White to pay him or his Order fifteen pounds Silver Money on Demand with Interest meaning his Interest for the same sum till paid and afterwards to work on the twelfth Day of December aforesaid at Amherst aforesaid the said Daniel White by his Indorsement in Writing on the Back of said Note with his own proper hand subscribed for Value received ordered the Contents of said Note then wholly due and unpaid to be paid to the said Nathaniel for Value of him then & there had and received of all which the said Mofrand and John then instantly had Notice and so became liable to pay the Contents of said Note to the said Nathaniel according to the Tenor thereof and of the said Indorsement thereon and then and there in Consideration thereof promised said Nathaniel to pay him the same Contents accordingly on Demand. And the said Mofrand and John nor either of them the often should requested have never paid said sum or ever fulfilled their promise aforesaid but neglect & refuse to do it to the Damage of the said Nathaniel Seventeen pounds. The self appearing John Williams Esq^r his Att^y and the Depts for the said Dukimon Esq^r his Att^y moves that this Action may be continued to the next Term, and the said Parties agreeing that there shall be no Appeal at the next Court unless there be a Trial by Jury. And it is thereupon considered by the Court that the said Parties have Day here until the third Tuesday of May next after the said second Tuesday of April

Burk
Dell
N^o 63.

John Burk of Daresbury in the County of Cheshire & State of New York Gent Depts David Hill of Warwick in the County of Hampshire Husbandman Depts in a Plea of the Case for that the said David at Warwick aforesaid on the 29th day of August Anno Domini 1780 by his Note of that Date for Value received promised one Ebenezer Cheney to pay him or his Order one hundred and twelve pounds ten shillings in Spanish milled Dollars at Six Shillings a Dollar on Demand with the lawful Interest for the same sum till paid and afterwards to wit the first day of October in the Year aforesaid at Warwick aforesaid the said Ebenezer Cheney by his Indorsement in Writing on the Back of said Note with his own proper hand subscribed ordered the Contents of said Note then wholly due and unpaid to be paid to the said John Burk for Value of him then had and received of all which the said David then instantly had Notice and so became liable to pay the Contents of said Note to said John agreeable to the Tenor thereof and then and there in Consideration thereof promised said John to pay him said Contents accordingly on Demand. But the said David the often requested hath never paid said Contents but neglects it to the Damage of the said John One hundred and twenty pounds. The Parties finally appear, and on the Motion of the Depts by John C Williams Esq^r his Att^y it is considered by the Court that the said Parties have Day here until the third Tuesday of May next after said second Tuesday of April.

Lumner
Pitney
1785

Elijah Lumner of Hatley in the County of Hampshire
Plff vs Noah Pitney of Northampton in the same County
Defendant in a Plea of Trespass on the Case &c. The Plff being now
three Times publicly called is Nonsumt and the Deft defaulted
and the Action is dismissed

Bardwell
a
Garnall & al.
1786

Martin Bardwell of Belbunflower in the County of Hampshire
Plff vs Nicholas Garnall Trader Benjamin Penott Trader
and William Lynnen Trader all of Northampton in said County
of Hampshire Defs in a Plea that the said Nicholas Benjamin
and William tender to him the sum of Forty two pounds
thirteen shillings and four pence which to him they owe &
tender him unjustly detain and whereon the said Martin
saith that the said Nicholas Benjamin and William at North
ampton aforesaid on the fifth day of November in the Year of
our Lord One thousand seven hundred and eighty by their Bond
and Writing under their hands and Seals of that Date in Court
to be produced acknowledged themselves holden & to stand
firmly bound both jointly & separately to Elisha Porter Esq Sher-
riff of the County of Hampshire in the sum of Eighty pounds
New English Money which sum of Eighty pounds is equal
to said sum of forty two pounds thirteen shillings & four
pence to be paid to the said Elisha Porter or his Assigns on De-
mand; which Bond the said Elisha Porter Esq assigned over
to the said Martin Bardwell by means whereof & by Force
of the Law in such Cases made & provided Right accrues to
the said Martin to have and Demand of the said Nicholas Benja-
min and William the aforesaid sum of forty two pounds thirteen
shillings and four pence. Yet the said Nicholas Benjamin & William
neither of them the oft requested have never paid said sum
but neglect it to the Damage of the said Martin Thirty pounds
The Plff appears by John Williams Esq his Att^y and the Defts the three
Times publicly called to come into Court make Default or Appear-
ance now & wherefore it is considered by the Court that the said
Martin do recover against the Benjamin and William

Court taxed at £ lawful Money Damages and Costs off
and thereof &c

Young White
Wentworth
1786

Peter Stone Blacksmith and Mary his wife both of Christfield in
the County of Hampshire Plffs vs Noah Smith of Hatley in the same
County Defendant in a Plea of Trespass on the Case for that the
said Noah at Hatley aforesaid on the 26th day of November Anno
Domini 1776 by his Note of that Date for Value received promised
the said Mary then Single and unmarried by the Name of Mary
Kellogg to pay her on Demand Twenty four pounds eight shillings
with interest meaning lawful interest for the same sum till paid
also for that the said Noah at Hatley aforesaid on the first day of May
Anno Domini 1777 by his other Note for Value received promised the
said Mary then Single and unmarried by the Name of Mary
Kellogg to pay her thirty pounds twelve shillings & six pence lawful
Money on Demand with interest to be paid yearly meaning lawful
interest for the same sum till paid. Yet the said Noah the oft re-
quested hath never paid said sums or either of them to the said Mary
while then single & unmarried or to the said Peter & Mary since their
marriage but neglect it to the Damage of the said Peter &
Mary Twenty five pounds. The Parties severally appear and

Strongly
Smith

agree that the action be continued to the next Term, and this 23.
considered by the Court that the accordingly each Day here
till the third Tuesday of May next after the said second Tuesday of
April

Essex
Woodward
1788

Callet Tyler of New London in the County of New London & State
of Connecticut Gentlemen & Messrs Park Woodward of Northampton
in the County of Hampshire Trade & Deft in a Plea of Trespass on the
Case for that the said Park at New London to wit at Northampton in
the County aforesaid on the twentieth day of December in the Year of our
Lord One thousand Seven hundred & Seventy by his Wt of Hand
of that Date for & Value received promised the said Callet to pay him
on Demand four pounds twelve shillings lawful & ready money with
Interest for the time then till paid. Yet the said Park the often
requested hath never paid said sum or ever fulfilled his Promise
as aforesaid but unjustly neglected it to the Damage of the said
Callet in pounds. The Plea appears by John Williams Esq.
his Att^y and the Deft the three times duly called to come into
Court make Default & appearance there. Wherefore it
is considered by the Court that said Callet do recover against the
said Park Seven pounds & fifteen shillings & eleven pence
of lawful money Damages and Costs of Court taxed at one
pound twelve shillings and six pence & there of &c

Exonist June 8. 1782

Atwood
Allen
N^o 69

Daniel Atwood of Dedhamstow in the County of Hampshire
Roman Plea Joshua Allen of Northampton in the same County
Gentlemen Deft in a Plea of Trespass on the Case for that the said Joshua
as Pleuer to wit at Northampton in the County aforesaid on the thirtieth
day of May Anne Domine 1774 by his Note of hand of that Date for
Value received promised the said Daniel to pay him or his Order
with receipt on the Bearer the Sum Eight hundred and fifty pounds lawful
Money meaning with lawful Interest for the time then till paid
after the Expiration of the aforesaid Six months. Yet the said Joshua
the often requested hath never paid said sum or ever fulfilled
his Promise as aforesaid but unjustly neglected it to the Damage
of the said Daniel Eighty pounds. The Plea appears by John Williams Esq.
his Att^y and the Deft likewise comes and moves that
the action may be continued to the next Term, and agreeing that
shall be no Appeal on his Part from the Judgment of this Court.
Wherefore it is considered by the Court that the said Parties have
Day here accordingly until the third Tuesday of May next

Murray
Arms & Catlin

John Murray of Hatfield in the County of Hampshire Gent.
Plea or Consider Arms Gent. Samuel Wells Thomas & Joseph
Catlin Gentlemen all of Cornwall in the County aforesaid
Deft in a Plea of Trespass on the Case for that whereas the
Consider Samuel & Joseph at Cornwall aforesaid on the
last Day of December last last were justly indebted to the
Plea in the sum of fourteen pounds fourteen shillings for
one hundred and thirty seven Days Work before that time
done and performed for them the said Wells Arms & Catlin
at their special instance and Request they the said Wells
Arms and Catlin in Consideration thereof promised the said

Murray
211
Amos & Co

Let to pay him the same sum on Demand; - Also that whereas the said Lett at Conway aforesaid on the last Day of December aforesaid at the special Instance and Request of them the said Wells Arms and Gutter had done and performed other One hundred & thirty seven Days Work & Labour for them the said Wells Arms & Gutter they the said Wells Arms & Gutter then & there in Consideration thereof promised said Lett to pay him so much Money as he the said Lett reasonably deserved for the Work & Labour last above mentioned to be done & performed as he more after they should be thereto requested and the said Lett saith he reasonably deserved to have for the Work and Labour last above mentioned to be done & performed other sum of fourteen pounds fourteen shillings Yet the said Wells Arms & Gutter nor either of them the thereto often requested have ever paid either of said sums or ever fulfilled either of their said Promises but neglect it to the Damage of the said Lett his Executors and assigns - The Def appears by John Williams Esq: his Atty and the Depts the three times publicly called to come into Court make Default of appearance here - Wherefore it is considered by the Court that the said Lett do recover against the said Wells Arms & Gutter fourteen pounds fourteen shillings of lawful Money Damages and costs of Court taxed at £ 11.8 and thereof &c - Exon. p. June 8. 1782

Shattuck
21
Bardwell & Co
p. 21

Oliver Shattuck of Deerfield in our County of Hampshire Gent. vs. Ezeckiel Bardwell Gent. Thomas Bardwell Gent. & Eliphalet Dickinson Gentlemen all of Deerfield aforesaid Depts in a Plea of Trespass on the Case for that whereas the said Ezeckiel Thomas & Eliphalet at Deerfield aforesaid on the seventeenth Day of July Anno Dom. 1780 were justly indebted to the said Oliver in the sum of One thousand pounds Continental Currency for One Horse before that Time sold & delivered them the said Ezeckiel Thomas & Eliphalet, then the said Ezeckiel Thomas and Eliphalet then & there in Consideration promised said Oliver to pay him the same sum on Demand; - Also for that whereas the said Oliver at Deerfield aforesaid on the seventeenth Day of July aforesaid at the special Instance and Request of them the said Ezeckiel Thomas & Eliphalet One other Horse they the said Ezeckiel Thomas & Eliphalet then & there in Consideration thereof promised said Oliver to pay him so much Money as the said Horse so sold & delivered as aforesaid was reasonably worth at the Time of the Sale and Delivery thereof whenever after they should be thereto requested - And the said Oliver saith he reasonably deserved to have for the Horse so sold and delivered as aforesaid the sum of fifteen pounds silver money - Yet the said Ezeckiel Thomas and Eliphalet the thereto often requested have never paid said sum or either of them fulfilled either of their said Promises but unjustly neglect it, to the Damage of the said Oliver Twenty five pounds - The Def appears by John Chester Williams Esq: his Atty and the Depts the three times publicly called to come into Court make Default of appearance here - Wherefore it is considered by the Court that the said Oliver do recover against the said Ezeckiel Thomas & Eliphalet the sum of fifteen pounds five shillings and ten pence One farthing lawful Money Damages and costs of Court taxed at £ 11.8 and thereof &c - Exon. p. June 8. 1782

Belding Dr. Samuel Belding of Hatfield in the County of Hampshire 23
 vs. John Wells
 No. 2. While Thomas & John of Rindon Belding late of Hatfield
 aforesaid sent Demand in a Plea of Judgment in which he demands
 against the said John Wells twenty six acres of Land with the appurtenances
 lying in Hatfield in said County of Hampshire bounded as
 follows Viz. West by the Town Road North on Land of Nathaniel Belding
 South & East of Land of John Dickson said Land lying in 2d.
 ham Grants so called and whereon said Samuel says the said John
 Wells in his Life Time within twenty Years last past in a Time of
 Peace was seized of the said aforesaid with the appurtenances
 in his Demesne as of Fee taking the Profits thereof to the Value of three
 pence and which Estate descended to the said Samuel as Heir by
 the last Will & Testament of said Rindon since which the said John
 Wells has illegally and without Judgment & without entering a Disfeisin the said
 Rindon in his Life Time and thereof unjustly held out the said
 Rindon in his Life Time and since but the said Rindon's Decease
 the said Samuel his Executor to the Damage of the said Samuel
 in said Sum of Ten pounds. The Plea appears by John C.
 Williams Esq. his Att. and the De. at the three Times publicly
 called to come into Court makes Default & Appearance here
 wherefore it is considered by the Court that the said Samuel do
 recover Judgment for his Title and Possession of said in the said
 twenty six acres of Land above described and Costs of Court
 taxed at One hundred eleven shillings and eight pence and thereof
 he may have his Execution of the Court. To be paid Apr 26. 1782

Wells vs. Henry
 No. 3. Samuel Wells of Greenfield in the County of Hampshire Thomas
 Dyer Esq. vs. Henry of South Hatter in the same County Thomas
 Dyer Esq. a Plea of Debt in which the case is that the said Dyer
 at Greenfield aforesaid on the second day of November Anno
 Domini 1774 by his Note of hand of that Date for Value received
 promised said Samuel to pay him on Order fourteen
 pounds ten shillings lawful Money before the first Day of
 May next ensuing the Date of said Note with Interest man-
 ing lawful Interest for the same term till paid. But the said
 Dyer the often requested hath never paid said Sum or ever ful-
 filled his Promise aforesaid but unjustly neglected to the Dam-
 age of the said Samuel twenty five pounds. The Plea appears by
 John C. Williams Esq. his Att. and the De. at the three Times pub-
 licly called to come into Court makes Default & Appearance
 here. Wherefore it is considered by the Court that the said
 Samuel do recover against the said Dyer twenty five pounds
 three shillings of lawful Money Damages and Costs of
 Court taxed at One pound ten shillings & six pence and
 thereof &c. Exec. of the Court June 8. 1782

Taylor vs. Taylor
 No. 4. George Taylor of Hatfield in our County of Hampshire vs.
 Thomas Taylor of Hatfield in the same County Thomas
 Dyer Esq. a Plea of Debt in which the case is that the said Taylor
 at South Hatter aforesaid on the first day of November
 last past by his Note of hand of that Date for Value received pro-
 mised the said Thomas Taylor four hundred and one shillings

Task
Taylor

and three pence lawful money on Demand with Interest for the same sum till paid - Yet the said Amor the often requested hath never paid said sum or ever fulfilled his Promise aforesaid but unjustly neglects it to the Damage of the P. Joseph's Fifty pounds. The Parties aforesaid now severally appear and agree that this Action be continued to the next Term, and it is considered by the Court that the said Parties have Day here accordingly untill the third Tuesday of May next after the said second Tuesday of April

Filed Esq.
Thompson
N^o 75

David Child of Greenfield in the County of Hampshire Esq.
Plff v Joseph Thompson of Conway in the same County
Common Debt in a Plea of the Case for that the said Joseph on the 25th day of December Instant was justly indebted to the said David in the sum of Twenty pounds twelve shillings eight pence three farthings of Silver Money on Account according to the Account annexed, and the said Joseph then & there in Consideration thereof indebted and to the said David partly fully promised that he would pay him the same on Demand - Yet the said Joseph the often requested hath never paid the same to said David but unjustly neglects and refuses to do it to the Damage of the said David Twenty One pounds - The Plff appears by J. C. Williams Esq. his Att^y and the Def^t the three Times publicly called to come into Court in his Default of Appearance here - Wherefore it is considered by the Court that said David do recover against said Joseph Twenty pounds twelve shillings and eight pence three farthings lawful Money Damages and Costs of Court taxed at £1. 14. 11 & three pence
Exon^d Esq. May 9th 1782

McCallum
at
Severance
N^o 76

William McCallum of Greenfield in the County of Hampshire
Plff v Joseph Severance of Salisbury in the same County
Common Debt in a Plea of the Case for that the said Joseph at Greenfield aforesaid on the twenty ninth day of June Anno Domini 1780 by his Note of hand of that Date for Value received, promised the Williams to deliver him sixty six Gallons of good New England Rum by the fourth Day of December then next ensuing the Date of said Note with the lawful Interest for the same till delivered, and the said Williams saith he has always been ready to receive said Rum agreeable to the Tenor of said Note & that said Rum so to be delivered as aforesaid was of the price of Six shillings a Gallon - Yet the said Joseph the often requested hath never delivered said Rum or ever fulfilled his Promise aforesaid to the Damage of the said William Thirty pounds - The Parties severally appear and the Def^t moves that this Action may be continued to the next Term, the Plff consenting thereto and it is thereupon considered by the Court that the said Parties have Day here untill the third Tuesday of May next after the said second Tuesday of April

Gleason
27
Newell
1877

Matthew Gleason of Deerfield in the County of Hampshire. That 24
and more Peter Oliver Newell of Cotnam in the same County
by Husbandman Deft in a Plea of the Case for that the said Peter of
Cotnam appeared on the eighth day of October last by his Wt of hand
of that Date for Value received promised said Matthew to pay
to him the sum of Forty three pounds in Silver or Gold on
Demand with Interest till paid. Yet said Oliver the often
requested hath never paid the same but he comes to do it to
the Damage of the said Matthew Thirty pounds
The Plea appears by I O & returns by his Att & the Deft by
his Att & returns & moreover that this Action may be
continued to the next Term; and it is considered by the Court
that the said Parties have Day here accordingly until the
third Tuesday of May next after the said second Tuesday
of April

Dickinson Exr
at
Bath's Denio
1878

William Williams of Deerfield in the County of Berkshire Esq and
Hannah his Wife as they are Administrators of the Goods & Chattels
Rights & Credits of Samuel Dickinson late of Deerfield in said County
Husbandman deceased Intestate Deft at Bath's Denio of Green
field in said County of Hampshire Thomas Deft in a Plea of
the Case for that the said Bath at Deerfield appeared and on
the twenty eighth Day of February Anno Domini
1878 by their Wt of hand under their Hands for Value received
jointly and severally promised to pay to William Williams and
Hannah by the Name of William and Hannah Williams
Administrators on the Estate of Samuel Dickinson late deceased
the sum of two hundred pounds One Shilling in Gold or Silver Coin
within six months from the Date with Interest until paid
Yet the same said the said Bath & William & Hannah nor either
of them have ever paid the same sum with the Interest but
refuse to do it to the Damage of the said William Williams
and Hannah Twenty pounds The Parties severally
appear by Counsel and agree that this Action be continued
to the next Term and it is considered by the Court that they have
Day here accordingly until the third Tuesday of May next

Same
at
Same
1879

William Williams of Deerfield in the County of Berkshire
Esq and Hannah his Wife as they are Administrators of the
Goods & Chattels Rights & Credits of Samuel Dickinson late of Deer
field in said County of Hampshire Husbandman deceased Inte
state. Deft at Bath's Denio of Greenfield in said County of
Hampshire Thomas Deft in a Plea of the Case for that the
Bath & Wm Williams Chimploined by their Wt of hand at
Deerfield appeared on the twenty eighth day of February last
for Value received jointly & severally promised to pay to said
William Williams and Hannah by the Name of William &
Hannah Administrators on the Estate of Samuel Dickinson
late deceased the sum of seventeen pounds two shillings
in Gold or Silver Coin within six months from the Date
with Interest till paid Yet the said Bath & William & Han
nah nor either of them the often requested have ever paid the
sum with Interest but they refuse to do it to the Damage of the said
William Williams & Hannah Thirty pounds
The Parties severally appear & agree that this Action be continued to the
next Term and it is considered by the Court that they have
Day here until the third Tuesday of May next after the said
second Tuesday of April

Ogfield
Elyan Wells
No 80

Oliver Field of Deerfield in the County of Hampshire Trader &c.
Elyan Wells of Belburne in the same County Thomas Deft in
a Plea of the Case for that the said Elyan at said Deerfield the
eighth Day of December Anno Domini 1774 by his Note in
Writing by him subscribed of that Date for Value rec^d promised
said Oliver to pay him or his Order Three pounds ten shillings
and three pence lawful Money within four months from the Date
of said Note with Interest for the same after the Expiration
of the said four months if not paid at that Time. Yet the
said Elyan tho often requested hath never paid the Contents of
said Note nor any part thereof but neglects to do so to the Dam-
age of said Oliver three pounds. The Deft appears by John C
Williams Esq^r his Att^y and the Deft the three Times publicly called
to come into Court makes Default of Appearance here.

Wherefore it is considered by the Court that said Oliver do recover
against said Elyan Four pounds Nineteen shillings eight pence
of lawful Money Damages & Costs of Court taxed at £13.7.8 thereof
Exon^d June 8. 1782

David Field Es
Elisha Burnham
No 81

David Field of Deerfield in the County of Hampshire Esq^r Deft
Elisha Burnham of Bernardston in the same County Esq^r Deft
in a Plea of the Case for that the said Elisha at said Deerfield on
the fifteenth Day of May Anno Domini 1776 by his Note of that
Date for Value rec^d promised the said David to pay him Twen-
ty three pounds eighteen shillings and six pence lawful Money
on Demand with lawful Interest for the same till paid.
Yet the said Elisha tho often requested hath never paid the Contents
of said Note to said David but wholly neglects to do so to the
Damage of the said David Thirty pounds. The Deft appears
by J C Williams Esq^r his Att^y and the Deft the three Times publicly called
to come into Court makes Default of Appearance here. Wherefore
it is considered by the Court that the said David do recover against
said Elisha The Sum of Twenty two pounds seventeen shillings
and eleven pence of lawful Money Damages and Costs of Court
taxed at £11.11.11 and thereof £11.11.11
Exon^d June 7. 1782

Oliver Field
Ebenezer Stark
No 82

Oliver Field of Deerfield in the County of Hampshire Trader &c.
Ebenezer Stark of Cornhill in the same County Cooper Deft in a Plea
of the Case for that the said Ebenezer at Deerfield aforesaid on the
28th day of November Anno Domini 1774 by his Note of hand of that
Date for Value rec^d promised said Oliver to pay him or his Order
One pound sixteen shillings and five pence lawful Money on
Demand with the lawful Interest for the same sum till paid.
Also for that the said Ebenezer at Deerfield aforesaid on the 20th day
of December Anno Domini 1774 by his Note of that Date for Value
received promised said Oliver to pay him or his Order four pounds
and two pence lawful Money on Demand with lawful Interest
for the same sum till paid. Yet said Ebenezer tho often requested
hath never paid said Oliver nor ever fulfilled his Promises afores^d
but wholly neglects to do so to the Damage of the said Oliver three pounds.
The Deft appears by J C Williams Esq^r his Att^y and the Deft the three
Times publicly called to come into Court makes Default of Appearance
here. Wherefore it is considered by the Court that said Oliver do recover
against said Ebenezer Three pounds sixteen shillings of lawful
Money Damages & Costs of Court taxed at £11.11.11 & thereof £11.11.11
Exon^d May 9. 1782

Barnard
Essex
1783

Salah Barnard of Bedford in the County of Huntingdon Esq^r 25
Plaintiff. Ezekiel Foster and Thomas and Elisha Burnham both
Defendants in the same County Defendant a Part of the
Bills of Barnardston in the same County Defendant on the
Case for that the said Ezekiel and Elisha aforesaid Northampton on the
sixteenth Day of October last past by their Note in Writing under their
hand of that Date for Value received jointly & severally promised Salah
to pay him or his Order within forty six pence hundred
Shillings and four pence lawful Money in Gold or Silver on Demand
with Interest therefor annually until paid. The said Ezekiel
and Elisha or either of them the often requested have never paid
the aforesaid Sum or any part thereof but unjustly neglect and
refuse to do so to the Damage of the said Salah Fifty pounds
The Plaintiff by J. C. Williams Esq^r his Att^y and the Def^ts the three
times publicly called to come into Court make Default & appear
ance here. Wherefore it is considered by the Court that said Salah
do recover against said Ezekiel and Elisha Forty eight pounds five
Shillings and six pence of lawful Money Damages and Costs of
Court taxed at two pounds and three pence & three farthings
Exon^d June 7. 1782

Henry
White
1785

Jonah Henry of South Hadley in the County of Hampshire Plaintiff
vs David White of South Hadley also Plaintiff a Part of the Case
The Case for that the said David at South Hadley aforesaid on the 28th Day
of March Anno Domini 1780 by his Note of Hand & of that Date for
Value received promised said Jonah to pay him Forty pounds
six Shillings and five pence in Pay at three Shillings a bushell
on Demand with lawful Interest for the same Sum till paid
The said David the often requested hath never paid said Sum
or ever fulfilled his Promise aforesaid but neglects it to the
Damage of the said Jonah Forty five pounds
The Plaintiff by J. C. Williams Esq^r his Att^y & the Def^ts the
three times publicly called to come into Court make Default
of appearance here. Wherefore it is considered by the Court
that said Jonah do recover against said David Forty
five pounds, five Shillings and two pence of lawful Mo-
ney Damages and Costs of Court taxed at £ 1. 11. 5 & three farthings
Exon^d June 8. 1782

Warner
1786

Jonathan Warner and Noddie Warner both of Hadley in the County of
Hampshire Plaintiffs vs Simon King of Montague in the same County
Defendant a Part of the Case for that the said Simon at Hadley aforesaid
on the first Day of January instant was justly indebted to the said Jonathan & Noddie
Warner in the Sum of £ 4. 11. 11. for sundry Articles of Book Accounts, he the
Simon then & there in Consideration thereof promised Jonathan & Nod-
die to pay them the same Sum on Demand; also for that the said Jonathan
and Noddie at Hadley aforesaid on the first Day of January instant at
the special Instance & Request of him the said Simon had sold & delivered
him the said Simon sundry Goods Wares & Merchandises at his the said
Simon's special Instance & Request, he the said Simon then & there in
Consideration thereof assumed on himself and to the said Jonathan &
Noddie to faithfully promised to pay them so much Money as said
Goods Wares & Merchandises aforesaid were reasonably worth & when
after he should be required, and the said Jonathan & Noddie say they ought to
have for said Goods the Sum of four pounds four Shillings & 11.
The said Simon the often requested hath never paid said Sum to the Dam-
age of said Jonathan & Noddie seven pounds. The Plaintiff by J. C. Williams Esq^r
his Att^y and the Def^ts the called make Default of appearance. And he is consid-
ered by the Court that the Plaintiff recover of the Def^t four pounds four Shillings & 11.
and Costs taxed at £ 1. 7. 5 & three farthings
Exon^d June 10. 1782

Sam Sammon
Elyah Warner
p. 87

James Sammon of Ware in the County of Hampshire Plaintiff
vs
Elyah Warner of Chichester in the same County Defendant
Sheweth that the said Elyah of Northampton aforesaid on
the twenty second day of September Anno Domini 1779 by his Note of
that Date for Value received promised the said James to pay him
Twenty pounds eight shillings in Continental Bills within one month
from the Date of the said Note for the same sum full paid which said
sum the said James saith is equal to four pounds lawful Silver Mo-
ney. Yet the said Elyah the after requested hath never paid either of
said sums or ever fulfilled his Promise aforesaid but has neglected it to
the Damage of the said James six pence. The Defendant appears by
J. Williams Esq his Att^y and the Deft the three Times publicly called
to come into Court to make Default of Appearance here. Wherefore it is
considered by the Court that the said James do recover against the said Elyah
Four pounds two shillings and six pence of lawful Money Damages
and Costs of Court taxed at £11. 0. 8 & thereupon Ex^{ce} June 8. 1782

Amasa Smith
p. 88

Amasa Smith of Deerfield in the County of Hampshire Plaintiff
vs
Samuel Warner of Deerfield in the same County Defendant
Sheweth that the said Amasa at Deerfield aforesaid on the
twenty ninth day of July Anno Domini 1781. was justly indebted to
said Amasa in the sum of Two pounds five shillings for sundry
Articles of Book Elements agreeable to the Indenture annexed. In the
said Samuel then & there in Consideration thereof promised said Amasa
to pay him the same sum. Yet said Samuel the after requested hath
never paid said sum or ever fulfilled his Promise aforesaid but
improperly neglected it to the Damage of said Amasa Three pence.
The Defendant appears by J. Williams Esq his Att^y and the Deft the three
Times publicly called to come into Court to make Default of Appearance
here. Wherefore it is considered by the Court that said Amasa
do recover against said Samuel Two pounds five shillings of law-
ful Money Damages and Costs of Court taxed at £12. 0. 8 &
thereupon Ex^{ce} June 10. 1782

Wm Bishop Adm^r
of the Estate of Christian
Davis Esq
p. 89

Wm Bishop Administrator of the Estate of Christian
Davis late of North Brimfield deceased. Plaintiff
vs
The personal Estate of said Deceased in sufficient to dis-
charge the Debts due from said Estate as appears by a Com-
mittee from the Register's Office. The sum of One hundred and
twenty seven pounds; he therefore prays he may be allowed
to make sale of so much of the Real Estate as is enable him
to discharge said Debts with additional Costs &c. and it
is by the Court considered that said Administrator make sale of
so much of the Real Estate of said Deceased as shall produce
the sum of One hundred and thirty pounds for the purposes
mentioned in said Petition. He observing the Law relating
to such Sale

Jonathan Dardwell
vs
Laron Howe
p. 90

Jonathan Dardwell of Belcherstown in the County of Hampshire
Plaintiff
vs
Laron Howe of Conway in the same County
Blacksmith Deft in a Plea of the Case. Sheweth that the said Laron of
Belcherstown aforesaid on the twelfth day of September Anno Domi-
ni 1780 by his Note of that Date Value received promised said Jonathan
to pay and deliver him at his House in said Belcherstown
Two hundred and an half of Wheat Flour within five Weeks
from the Date of said Note with Interest for the same after the

Rowdwell
House
N^o 90.

Time of Delivery of the said Flour, and the said Jonathan 2d
saith the Flour is to be delivered as aforesaid was of the true
of Seven pounds and the said Jonathan saith he has been always
ready to receive said Flour agreeable to the Tenor of said Note. Yet
the said Aaron the afterwards Viz on the twentieth day of November
Anno Domini 1788 at Belcherstown aforesaid & often afterwards
requested hath never delivered said Flour or ever performed his
Promise aforesaid but unjustly neglects it to the Damage of
the said Jonathan Seven pounds. The Pl^t appears by P^r Will
carrs by his att^y and the Deft^s the three Times publicly called to
come into Court makes Default of appearance here. Wherefore
it is considered by the Court that the said Jonathan do recover
against the said Aaron the Sum of Two pounds Nine shillings
and One penny of lawful Money Damages and Costs of Court tax
ed at £1.6s and there of &c. Given at N^o 8. 11/8 2

Belwood & Co.
Billings
N^o 91.

Mary Belwood Widow & Ebenezer Belwood Gent. both of Belcherstown
the County of Hampshire and Executors to the last Will & Testaments
of Solomon Belwood late of Belcherstown a free^{ly} Gent deceased Pl^t
vs Benjamin Billings Jun^r of Belcherstown in the same County
Def^t in a Plea of the Case for that the said Benjamin
at Belcherstown aforesaid on the third day of January in the Year of
our Lord One thousand seven hundred & Seventy One by his pro-
misor's Note of hand of that Date for Value received promised
the said Solomon to pay him on his Order six shillings lawful
Money on Demand with Interest for the same Sum till paid
Also for that the said Benjamin at Belcherstown aforesaid on
the twenty seventh day of September Anno Domini 1773 by his other
Note of hand of that Date for Value received promised the said Solomon
to pay him on Order other Sum of Two pounds four ten shillings
lawful Money on Demand with Interest till paid. Also for
that the said Benjamin at Belcherstown aforesaid on the 22^d day of Nov
ember Anno Domini 1773 was justly indebted to the said Solomon
then living in the Sum of thirty four shillings for sundry Arti-
cles of Book Account agreeable to the Schedule hereunto annexed & the
said Benjamin then & there in Consideration thereof promised
the said Solomon to pay him the same Sum on Demand.
Yet the said Benjamin the often requested never paid either
of said Sums to said Solomon while living, nor to said Mary
& Ebenezer his Executors since his Decease but neglects it to the
Damage of the said Mary & Ebenezer Seven pounds.
The Pl^t appears by John G. Williams Esq^r his att^y and the Deft^s the
three Times publicly called to come into Court makes Default of
appearance here. Wherefore it is considered by the Court that
the said Executors in their said Capacity do recover against
said Benjamin the Sum of Four pounds eleven shillings &
eleven pence of lawful Money Damages & Costs of Court layed
at £1.8s. and there of &c. Given at N^o 8. 11/8 2

Morton
Hlis
N^o 92

Elyah Morton of Hatfield in the County of Hampshire Gent^l
Pl^t vs Zebadiah Miller of Montague in the same County
Landman Def^t in a Plea of the Case for that the said Zebadiah
at Hatfield on the fourth day of June Anno Domini 1773 by his

Morton
Allis

Note of hand of that Date for a Value renewed procured the said
Elijah to pay him this sum of eight pounds five shillings &
eight pence lawful money on Demand with Interest. But the
said Elijah hath never paid said sum but neg lected to do
the Damage of the said Elijah twenty pounds
The Parties finally appear and agree that this Action be continued
to the next term, and is so ordered by the Court that the
said Parties have Day here accordingly, until the third Tues-
day of May next

Wilson
Griffiths
p. 33

Michael Wilson of Merryfield in the County of Hampshire Gent^l
Plf. vs Benjamin Griffiths of the same County Blacksmith
Delt in a Plea of Trespass on the Case for that whereas the said
Michael at Merryfield aforesaid on the twentieth day of
January Anno Domini 1781 was possessed of one certain Slay
and Tackling of the Value of four pounds as of his own
proper Slay and Tackling and being so possessed of & being
afterwards to wit on the 20th day of January aforesaid
the same Slay and Tackling out of his Possession & actually
lost which Slay and Tackling so lost as aforesaid into the hands
and Possession of the said Benjamin by finding same; Where-
upon the said Benjamin knowing the said Slay & Tackling to be
the proper Goods & Chattels of the said Michael & to him right-
fully to belong & appertain, but contriving & intending the
said Michael & subtly to deceive & defraud the said Slay & Tackling
he often requested that he never delivered the said Slay & Tack-
ling to the said Michael: but then afterwards, to wit on the
twentieth Day of January aforesaid the same Slay & Tackling
converted and disposed to his own Use: Being felt contrary
to Law, to the Damage of the said Michael twelve pounds
The Plf. appears by Gt. Thomas Esq^r in Att^o and the Def^o to
three times publicly called to come into Court makes Defe-
ault of Appearance there: Wherefore it is considered by the Court
that said Michael do recover against said Benjamin Four
pounds of lawful Money Damages and Costs of Court taxed
at £2 3s 8 and there of

Morton vs
Leb. Allis
p. 34

Elijah Morton of that field in the County of Hampshire Gent^l & Execu-
tor of the Last Will & Testament of Jonathan Morton late of that field
deceased & in said Capacity Plf. vs Zebadiah Allis of Montague
in the same County Husbandman Delt in a Plea that he render
him twenty and eight pounds which to him he owes & from him
unjustly detains: and whereon the said Elijah vouches that the
said Zebadiah at that field aforesaid on the eleventh Day of
February Anno Domini 1761. by his Bond under his hand &
that duly executed of that Date acknowledged himself holden &
and firmly bound to the said Jonathan Morton in the full &
just sum of twenty eight pounds & so said to be paid to the said
Jonathan his Heir Executors Administrators or Assigns. By means
whereof Right accrues to the said Elijah as Executor to the last Will and
Testament of the said Jonathan to have & demand of the said Zebadiah
the aforesaid sum of twenty eight pounds: Altho' said Zebadiah the
often requested hath never paid said sum but neglects it to the Da-
mage of the said Elijah in & against thirty pounds: Whereupon

seemingly appear, and agree that this Action be continued to the next Term 27.
And it is considered by the Court that the said Parties have Day here
accordingly until the third Tuesday of May next.

Gates

Willis & Rawson
No 95.

Peter Gates of Conway in the County of Hampshire, Blacksmith & App
Edmond Rawson of Brantree in the County of Suffolk Farmer and
Edmond Rawson of Montague in the County of Hampshire Farmer
Deft in a Plea of the Case for that the said Willis & Rawson at North-
ampton on the twenty seventh Day of May Anno Domini 1780 by
their joint Note of Hand for Value received promised the said Peter
to pay him thirty three pounds in Silver or Gold within two mon-
ths from the Date of said Note with Interest for the same sum
till paid. Yet the said Willis & Rawson nor neither of them the
often requested by the said Peter have never paid said sum
or ever fulfilled their promise aforesaid but unjustly neglect
it to the Damage of the said Peter Twelve pounds.
The Pet appears by John C. Williams, Esq. his Att^y and the Deft the
three Times habitually called to come into Court make Default of
appearance here. Therefore it is considered by the Court that the said
Peter do recover against the said Edmond Rawson six pounds and
ten pence of lawful money Damages and Costs of Court taxed
at £1 19s 6 and three p^{ts} &c. Exec^o of P. June 8. 1782

Josh^a Allen
Dan^l Barber
No 96.

Joshua Allen of Northampton in the County of Hampshire Innkeeper
Deft Daniel Barber of the same Northampton Farmer Deft in a
Plea of Trespas on the Case for that the said Daniel at Northampton
aforesaid on the 10th day of April Anno Domini 1780 owing & being
justly indebted to the said Joshua in the sum of Forty three Shil-
lings lawful money for One Ton of Hay before that Time sold
and delivered to the said Daniel and the keeping & feeding three
Horses One night for the said Daniel by the said Joshua at his
the said Daniel's special Instance and Request in Consideration
thereof the said Daniel then & there undertook & to the said Joshua
faithfully promised to pay him the same sum on Demand.
Also for that the said Daniel at Northampton aforesaid on the tenth
Day of April last past in Consideration that he the said Joshua at
the special Instance & Request of the said Daniel had before then sold
and delivered to the said Daniel One other Ton of Hay & had also
before then at the special Instance & Request of the said Daniel
kept & fed for the said Daniel other three Horses One Night upon & on
himself & to the said Joshua then & there faithfully promised that he the
said Daniel so much money as the said Joshua for the Hay last past
and the keeping the Horses last aforesaid should reasonably deserve to
have whenever after he should be thereto requested will & faithfully
would pay and content, and the said Joshua in fact says that for
the Hay last aforesaid and the keeping the same Horses One Night he
reasonably deserved to have of the said Daniel another sum of forty
three Shillings, of which the said Daniel there afterwards the said Joshua
had Notice. Yet said Daniel the often requested hath not paid to the
said Joshua either of said sums but neglects it to the Damage of the
said Joshua twelve pounds. The Pet appears by Caleb Amos Esq^r
the Deft the three Times habitually called to come into Court make Def-
ault of appearance here. Therefore it is considered by the Court

that said Joshua do recover against said Daniel Two pounds and
two shillings of lawful Money Damages and Costs of Court taxed
at £1.13.0 and three of 8

Chipman Swift
11
Sam^l Ely
p. 97

Chipman Swift of Wilmington in the County of Windham
and State of Vermont Executor and Survivor to the last Will &
Testament of Zephaniah Swift late of Wilmington aforesaid decd.
and in said Capacity Deft^r Samuel Ely of Gorway in the
County of Hampshire Gentlemen in and for the Case for
that the said Samuel at Northampton aforesaid on the twelfth
day of June in the Year of our Lord Seventeen hundred & seventy
Seven by his Note of hand of that Date for Value received pro-
mised said Zephaniah then living to pay him the sum of
Thirty pounds Lawful Money, meaning on Demand, with the
lawful Interest for the same sum till paid. Also for that the
said Samuel at Northampton aforesaid on the first day of Dec-
ember in the Year of our Lord Seventeen hundred & eighty by his
Note of hand of that Date for Value received promised said
Zephaniah to pay him five hundred Silver Dollars on Dem-
and. Yet the said Samuel the often requested hath never paid
said Sums or either of them to said Zephaniah whilst living or
to the said Chipman his Executor since his Decese, but im-
piously neglects it to the Damage of the said Chipman in said
Capacity Two hundred & forty pounds. The Deft^r appears
by John C. Williams Esq^r his Att^r and the Deft^r the three Times
publicly called to come into Court makes Default of appear-
ance there. Wherefore it is considered by the Court that said
Chipman in his said Capacity do recover against said
Samuel Two hundred thirty six pounds Nineteen shillings
of lawful Money Damages and Costs of Court taxed at
Two pounds and three of 8. Exec^r J. June 8. 1782 -

Chipman Swift
11
Sam^l Ely
p. 98

Chipman Swift of Wilmington in the County of Windham
and State of Vermont Executor and Survivor to the last Will &
Testament of Zephaniah Swift late of Wilmington aforesaid decd.
and in said Capacity Deft^r Samuel Ely of Gorway in the County of Hampshire Gentlemen in and for the Case for that the said Samuel at Northampton aforesaid
on the twenty eighth day of October in the Year of our Lord Seventeen
hundred and seventy eight by his Note of hand of that Date
for Value received promised the said Chipman to pay him
fifteen pounds in good Meat Cattle by the last Day of October
1779 which are to be judged by W. Forbes & Capt Lock in the
old Way / meaning to deliver him the said Chipman so many
Meat Cattle as in the Judgment of the said Forbes & Lock could
have been purchased with fifteen pounds in the Year 1774 /
provided the said Ely and Swift could not agree in said
Cattle, and the said Chipman says he has always been ready
to receive said Cattle agreeable to the Tenor of said Note and
that said fifteen pounds so to be paid as aforesaid was equal
to twenty five pounds Silver Money. Yet the said Samuel the
often requested hath never paid said sum or delivered said
Cattle, but unjustly neglects it to the Damage of the said Chipman
Thirty pounds. The Deft^r appears by John C. Williams Esq^r his

Swift
in
Ely } *Att* and the *Deft* the three Times publicly called to come
into Court makes Default of Appearance here. Wherefore it
is considered by the Court that the said Chapman do recover
against said *Severell* Thirteen pounds & twelve shillings of
lawful Money Damages and Costs of Court taxed at Two
pounds & three of &c. Exon if June 8. 1782

J. C. Williams Esq
21
Don Baker Junr } *Plff* *vs* *Daniel Baker Junr* of Montague in the County of Hampshire
1799 } *Deft* in a Plea of the Case for that the said Daniel at Hadley a fore
said on the first day of December instant was justly indebted
to the said John Chesher in the Sum of five pounds eighteen
shillings and five pence for sundry Articles of Stock & Accounts
according to the Indent annexed and thereon in Consideration
thereof promised the said John Chesher to pay him the same
Sum on Demand. Yet the said Daniel tho' often requested hath
never paid said Sum but neglected it to the Damage of the said
John Chesher Eight pounds. The *Plf* appears in his own Person and
the *Deft* the three Times publicly called to come into Court makes
Default of Appearance here. Wherefore it is considered by the
Court that the said John Chesher do recover against the said Daniel
Five pounds eighteen shillings and five pence of lawful Money
Damages and Costs of Court taxed at One pound seven shillings
and three of &c. Exon if Apr 26. 1782

L. Chester
21
De Baker Junr } *Plff* *vs* *Daniel Baker Junr* of Montague
17100 } *Deft* in a Plea of the Case for that the said Daniel at Weatherfield to wit in Northampton
aforesaid on the thirtieth day of March Anno Domini 1774
by his Vote of Record of that Date hath acknowledged promised to pay
or deliver to said Leonard Sixteen thousand feet of Boards good
and merchantable and three thousand good merchantable Clab
boards at the Rocks Landing in Weatherfield aforesaid by the twentieth
or thirtieth day of June then next ensuing the Date of said Vote but
if said Baker neglect the Delivery of them remaining the Boards and
Clabboards aforesaid the next day for meaning by the thirtieth day
of June aforesaid then to allow said Chester Liberty from this
Time meaning the Date of said Vote full delivered and the said
Chester saith he has always been ready to receive said Boards and
Clabboards agreeable to the Tenor of said Vote and that said Boards
so to be delivered at aforesaid were of the Price of five pounds
Silver Money a thousand and said Clabboards of the Price of
Eight pounds Silver Money a thousand. Yet the said Daniel
tho' often requested hath never delivered said Boards & Clab-
boards or ever fulfilled his Promise aforesaid but neglected it to
the Damage of the said Leonard One hundred pounds.
The *Plf* appears by *John C. Williams Esq* his *Att* and the *Deft*
the three Times publicly called to come into Court makes Default of
Appearance here. Wherefore it is considered by the Court that said
Leonard do recover against said Daniel Thirty two pounds seven shillings
and eight pence of lawful Money Damages & Costs of Court taxed at
£1. 15. 2 & three of &c. Exon if June 26. 1782

Enoch Chapin
vs
Dan^l Baker
No 101

Enoch Chapin of Tiltons in the County of Berkshire Gent.
vs
Dan^l Baker of Montague in the County of Hampshire
Defendant in a Plea of the Case for that the said
Daniel at Montague aforesaid on the 15th day of August last past
by his Note of hand of that Date for Value received promised the
said Enoch to pay him the sum of thirteen pounds seven shillings
& six pence in Silver or Gold on Demand without interest
meaning lawful interest for the same sum till paid. Yet the
said Daniel the often requested has never fulfilled his Promise
aforesaid or ever paid said sum but neglects it to the Damage
of the said Enoch Twenty pounds. The Plea appears by John
Williams Esq^r his Att^y and the Def^t the three times publicly called
to come into Court makes Default of Appearance here.
Wherefore it is considered by the Court that said Enoch do recover
against said Daniel Fourteen pounds eight shillings & six pence
sum of lawful Money Damages and Costs of Court taxed at
One pound Nine shillings & two pence & three of &c
Ex con^{sp} Apr. 26. 1782

Sam^l Stogies
vs
Same
No 102

Samuel Stogies of White Creek in the County of Albany & State
of New York Gent. vs
Dan^l Baker of Montague in the
County of Hampshire Defendant in a Plea of the Case for that
the said Daniel at White Creek to wit in Northampton aforesaid
on the 15th day of February Anno Domini 1788 by his Note of
that Date for Value rec^d by the Name of Daniel Baker promised
said Samuel to pay (meaning to deliver) him two hundred & thirty
Gallons of good New Rum by the first day of March then next
ensuing the Date of said Note at his House (meaning at his the
said Samuel, Dwelling House in White Creek aforesaid) and the
said Samuel says he has always been ready to receive said
Rum agreeable to the Tenor of said Note, and that said Rum so
to be delivered as aforesaid was of the Price of One hundred &
sixty pounds Silver Money. Yet the said Daniel the often request-
ed has never delivered said Rum or fulfilled his Promise aforesaid
but neglects it to the Damage of the said Samuel One hundred &
sixty pounds. The Plea appears by J^o Williams Esq^r his Att^y &
the Def^t the three times publicly called to come into Court makes
Default of Appearance here. Wherefore it is considered by
the Court that said Samuel do recover against said Daniel Twenty
five pounds Nineteen shillings of lawful Money Damages and
Costs of Court taxed at Two pounds two shillings & eight pence
and three of &c
Ex con^{sp} Apr 26. 1782

Chas Sawyer
vs
Dan^l Smith
No 103

Chas Sawyer of Wyfield in the County of Hampshire Gent. vs
Dan^l Smith of Lowell in the same County Defendant in a
Plea of the Case for that the said Daniel at Montague in s^d County
on the third Day of June Anno Domini 1777 by his Note of hand of that
Date for Value received promised said Chas to pay him or his Order
the sum of ten shillings & eight pence lawful Money on or
before the first day of May next ensuing without interest for the
same sum till paid. Yet the said Daniel the often requested
hath never paid said sum or ever fulfilled his promise aforesaid
but neglects it to the Damage of the said Chas Twenty pounds.
The Plea appears by J^o Williams Esq^r his Att^y & the Def^t the three

Times publicly called to come into Court makes Default 24.
of appearance here - Wherefore it is considered by the Court
that said Isaac do recover against said Benjamin Fourteen pounds
two shillings and seven pence of lawful Money Damages & Costs of
Court taxed at £1 12s 8d & thereof &c
Ex^{ist} June 8. 1782

Benyⁿ Willard
Isaac Marshall
N^o 104

Benjamin Willard of Walpole in the County of Gresham & State
of New Hampshire Plaintiff vs Isaac Marshall of Amherst
in the County of Hampshire New Hampshire Defendant & that the
said Isaac tender him the sum of fourteen pounds two shillings
and two pence lawful money which from him he unjustly dete-
ains and whereon he says that at Worcester in the County of Worces-
ter at the Superior Court of Judicature Court of Assizes General Court
Delivered held there on the third ~~Monday~~ of September Anno Dom.
seventeen hundred & seventy six the said Benjamin by the name
of Benjamin Willard of Brookfield in our County of Worcester
New Hampshire, by the Judgment of the same Court recovered ~~damages~~
against said Isaac Eleven pounds eight shillings & four pence
lawful money for his Damage by Reason of said Isaac's of
said Isaac not performing his Promise before that Time made to
Benjamin and also for the sum of two pounds sixteen shil-
lings and ten pence for his Costs & Charges by him about his
suit in that behalf expended, whereof the said Isaac is con-
victed as by the Record thereof in said Superior Court to be
produced is manifest & appears, which Judgment yet
remains in its full force & effect not satisfied & reversed
whereby action accrued to the said Benjamin to demand and
have of the said Isaac the sum aforesaid in Term of Court
recovered amounting in the whole to fourteen pounds two
shillings & two pence Yet the said Isaac the often requested
hath never paid the same but neglects it to the Damage of
the said Benjamin Twelve pounds - The Plaintiff appears
by J^{es} Williams Esq^r his Att^y and the Def^t the three Times publicly called
to come into Court makes Default of appearance here - Wherefore
it is considered by the Court that said Benjamin do recover against
said Isaac Nineteen pounds twelve shillings & eight pence of
lawful money Damages and Costs of Court taxed at £1 14s 6d &
thereof &c
Ex^{ist} June 10. 1782

Benⁿ Willard
vs. William
N^o 105

John Boetwood & Son vs Benⁿ Willard & Son
the Court of Hampshire & Superior Court of the last will & testament of
of John Boetwood late of Amherst dec^d & in said County in
Pl^{et} vs Joseph Williams of Belknap County in the same County
New Hampshire Defendant in a Plea of the Case for that the said Joseph late of
Amherst aforesaid on the first day of August Anno Domini
1774 by his Note of hand of that Date for value received from
the said John Boetwood then living to pay him or his order two pounds
and six shillings in three months - Yet said Joseph the often re-
quested never in his life Time paid said John Boetwood nor said &c

mons Deane said Mary & Ebenezer his Executors but they with
neglect it to the Damage of the said Mary & Ebenezer in Capacity
The pouds — The Ple appears by J. C. Williams Esq^r the Att^y
and the Deft the three Times publicly called to come into Court
makes Default & appears here — Wherefore it is consid-
ered by the Court that said Mary & Ebenezer do recover against
said Joseph
Money Damages and Costs of Court taxed at £
and thereof

Sol^r Boltwood &
as
Sam^r Gady
N^o 406

Mary Boltwood Widow & Eben^r Boltwood her both of Ankers
in the County of Hampshire Executors of the last Will & Testament
of Solomon Boltwood late of Ankers deceased & in Capacity
Rep^r in a Plea of the Case for that the said Samuel at Ankers
aforesaid on the fourth day of March Anno Domini 1783
by his Note of hand of that Date for Value received promised the
said Solomon then living to pay him on his Order Two pound
ten shillings lawful Money by the first day of April then next
ensuing the Date of said Note with the lawful Interest for
the same sum till paid; also for that the said Samuel at An-
kers aforesaid on the Sixth day of July on the Year aforesaid
by his other Note of hand of that Date for Value received prom-
ised the said Solomon then living to pay him the sum of
four pounds fourteen shillings & eight pence lawful Money
on Demand with the lawful Interest for the same sum
till paid. Yet the said Samuel the often requested never
paid either of said sums to said Solomon while living, nor
to the said Mary & Ebenezer his Executors since said Solom-
on Deane at the threats often requested but unjustly neglect-
ed it to the Damage of said Mary & Ebenezer Fifteen pounds
The Ple appears by J. C. Williams Esq^r the Att^y and the Deft
the three Times publicly called to come into Court makes
Default & appears here — Wherefore it is considered by
the Court that said Mary & Ebenezer in said Capacity do
recover against said Samuel Ten pounds twelve shillings
and ten pence of lawful Money Damages & Costs of Court
taxed at £ 10 8 9 and thereof — Do^t of June 8. 1782

Eben^r Boltwood
as
Sam^r Gady
N^o 407

Ebenezer Boltwood of Ankers in the County of Hampshire
Rep^r the Samuel Gady of Andoverbury in the County aforesaid Plaintiff
Deft in a Plea of the Case for that the said Samuel at Ankers
aforesaid on the twelfth day of April Anno Domini 1785 by his
Note of hand of that Date for Value received promised said Eben-
ezer to pay him on his Order Seven pounds sixteen shillings
& eleven pence in Spanish milled Dollars three months from
the Date of said Note with the lawful Interest for the same sum
till paid. Yet said Samuel the often requested hath never
paid said sum or fulfilled his Promise aforesaid but neg-
lects it to the Damage of the said Ebenezer Twelve pounds
The Ple appears by J. C. Williams Esq^r the Att^y & the Deft the
three Times publicly called to come into Court makes Default
& appears here — Wherefore it is considered by the Court

that the said Ebenezer do recover against said Samuel Eight 30
pounds six shillings and four pence lawful Money Damages
and Costs of Court taxed at 10 shillings & 8 pence

Ensign June 8. 1782

Samuel Smith
vs
Jonas Woodhal
No 100

Samuel Smith of Pittsfield in the County of Hampshire Gent
vs
Jonas Woodhal of Brookfield in the County of Windsor Gent in and to the Court
for that the said Jonathan and Emerson at Brookfield New Hampshire
on the eighth day of December Anno Domini 1774 by their Note of hand of that date for Value received promised
the said Samuel to pay him the sum of twenty four pounds by
the first Day of September then next ensuing the Date of said
Note with the lawful Interest for the same sum till paid
But the said Jonathan & Emerson nor either of them tho'
often requested have ever paid said sum but unjustly ne-
glected to the Damage of the said Samuel Thirty pounds
And it appears appears by John Williams Esq^r his att^y and moves
that this Cause may be continued to the next Term agreeing that
no Costs shall accrue to the Defendant by such Continuance There-
fore it is considered by the Court that the said Peter have Day here
until the third Tuesday of May next after the said second Tuesday of
April

Elisha Allen
vs
Amos Vase
No 100

Elisha Allen of Wethersburgh in the County of Hampshire Gent
vs
Amos Vase of Amherst in the same County House par-
ticular Debt in and to the Court for that the said Amos at Amherst
on the twelfth day of October Anno Domini 1781 by his
Note of hand of that Date for Value received promised the said Elisha
to pay him or his Order Five pounds three shillings & six pence
lawful Money on Demand with Interest for the same sum
till paid But the said Amos tho' often requested hath never paid
said sum but unjustly neglected it to the Damage of the said
Elisha Six pounds And it appears by John Williams Esq^r his
att^y and the Debt the three times publicly called to come into Court
makes Default of Appearance here Wherefore it is considered
by the Court that the said Elisha do recover against the said
Amos Five pounds seven shillings & One penny of lawful Money
Damages and Costs of Court taxed at One pound seven shil-
lings and five pence & 8 pence Ensign June 10. 1782

Samuel
vs
Crompton
No 110

Elisha Allen of Wethersburgh in the County of Hampshire Gent
vs
Crompton of Wethersburgh in the same County House par-
ticular Debt in and to the Court for that the said Crompton
on the twenty first Day of March Anno Domini 1774 by his Note of hand of
that Date for Value received promised the said Elisha to pay him
or his Order Three pounds six shillings & six pence on
Demand with Interest for the same sum till paid But the said
Crompton tho' often requested hath never paid said sum but neglected
it to the Damage of the said Elisha Six pounds And it appears
by John Williams Esq^r his att^y and the Debt the three times publicly called
to come into Court makes Default of Appearance here Wherefore

it is considered by the Court that the said Elisha do recover against the said Joseph & three pounds four shillings and five pence half penny of lawful Money Damages and Costs of Court taxed at £. 1. 8. 7 1/2. through &c.
Exonerat June 10. 1782

Elisha Allen
Matthew Graves
No 111

Elisha Allen of Williamsburgh in the County of Hampshire Gent. Plaintiff
Matthew Graves of Conway in the same County Husbandman Defendant
in a Plea of the Case for that said Matthew at Conway aforesaid on the first day of April Anno Domini 1777 by his Note of hand of that Date for Value received promised the said Elisha to pay him or his Order four pounds four shillings and two pence lawful Money on Demand with Interest for the same till paid. Yet the said Matthew tho often requested hath never paid said sum but neglected it to the Damage of the said Elisha six pounds. The Plea appears by J. C. Williams Esq. his Att. and tho tho three Times publicly called to come into Court makes Default of Appearance here. Wherefore it is considered by the Court that the said Elisha do recover against the said Matthew five pounds three shillings & seven pence of lawful Money Damages and Costs of Court taxed at £. 1. 9. 7 1/2 through &c.
Exonerat June 10. 1782

same
John Lock
No 112

Elisha Allen of Williamsburgh in the County of Hampshire Gent. Plaintiff
John Lock of Hatfield in the same County Bricklayer Defendant
in a Plea of the Case for that whereas the said Elisha at Hatfield in the County aforesaid on the last Day of December last past had sold & delivered unto the said John at his the said John's special Instance & Request sundry Goods Wares & Merchandises he the said John then & there in Consideration thereof promised the said Elisha to pay him so much Money as the said Goods &c. so sold & delivered as aforesaid were reasonably worth at the Time of the Sale & Delivery thereof whenever after he should be thereunto required. And the said Elisha saith the Goods &c. so sold & delivered as aforesaid were reasonably worth the sum of five pounds fourteen shillings & nine pence. Also for that whereas the said John at Hatfield aforesaid on the last Day of December last past was justly indebted to the said Elisha in the sum of five pounds fourteen shillings & nine pence for sundry Articles of Book Account due to the said John then & there in Consideration thereof promised the said Elisha to pay him the last said sum on Demand. Yet the said John tho often requested hath never paid either of said sums but neglected it to the Damage of the said Elisha six pounds. The Plea appears by J. C. Williams Esq. his Att. and tho tho three Times publicly called to come into Court makes Default of Appearance here. Wherefore it is considered by the Court that said Elisha do recover against the said John five pounds fourteen shillings and nine pence of lawful Money Damages and Costs of Court taxed at £. 1. 8. 3 1/2 through &c.
Exonerat June 10. 1782

same
John Goodale
No 113

Elisha Allen of Williamsburgh in the County of Hampshire Gent. Plaintiff
John Goodale of Conway in the same County Husbandman Defendant
in a Plea of the Case for that whereas the said Elisha at Hatfield in our County aforesaid on the last Day of December last past had sold & delivered unto the said John at his the said John's special Instance & Request sundry Goods Wares & Merchandises he the said John then & there in Consideration thereof promised the said Elisha to pay him so much Money as the said Goods &c. so sold & delivered as aforesaid were reasonably worth at the

Sum of the said £4000, which whenever after he should be thereto required - and the said Eliza says that the Goods so sold and devised as aforesaid were reasonably worth four pounds and two pence half penny lawful Money - Also for that whereas the said John at Hatfield aforesaid on the last Day of December last past was justly indebted to the said Eliza in the Sum of four pounds & two pence half penny lawful Money for sundry Articles of Book Account to the said John then & there in Consideration thereof promised the said Eliza to pay him the said aforesaid Sum on Demand - Yet the said John the often requested hath never paid either of said Sums but unjustly neglects it to the Damage of said Eliza three pounds - The Plea appears by J Williams Esq his Att^y and the Deft the three Times judicially called to come into Court makes Default & of Appearance here Wherefore it is considered by the Court that the said Eliza do recover against said John four pounds & two pence half penny lawful Money Damages & Costs of Court taxed at £10 10s & there of &c
Exon^d June 10. 1782

Fellows Billing
Ben^t Scott
N^o 114

Fellows Billing of Wymsey in the County of Hampshire Esq^r Plaintiff
Benjamin Scott of Wymsey in the County of Hampshire Esq^r Defendant
in a Plea of the Case for that the said Benjamin at Northampton in our County of Hampshire aforesaid on the thirtieth day of October in the Year of our Lord 1769 by his Note of Hand of that Date for Value received promised the said Fellows to pay him on his Order on Demand the Sum of Six pounds fifteen Shillings & five pence lawful Money with Interest for the same Sum till paid - Yet the said Benjamin the often requested hath never paid said Sum but unjustly neglects it to the Damage of the said Fellows thirteen pounds - The Plea appears by J Williams Esq his Att^y and the Deft the three Times judicially called to come into Court makes Default & of Appearance here Wherefore it is considered by the Court that the said Fellows do recover against the said Benjamin eleven pounds & fourteen Shillings of lawful Money Damages and Costs of Court taxed at £10 10s and there of &c
Exon^d June 10. 1782

Joseph Miller
James Fairman &c
N^o 115

Joseph Miller of Wymsey in the County of Berkshire Esq^r Plaintiff
James Fairman of Wymsey in the County of Hampshire Esq^r Defendant
in a Plea of the Case for that the said James & Gresham at Wymsey aforesaid on the thirtieth day of October Anno Domini 1778 by their Note of Hand of that Date for Value received promised jointly and severally the said Joseph to pay him five hundred pounds in Bills of Credit on Demand or the like for the same Sum till paid which said Sum the said Joseph saith is now equal to One hundred and twenty pounds in lawful Silver Money - Yet the said James and Gresham the often requested have never paid said Sum but unjustly neglect it to the Damage of the said Joseph Eight pounds - The Parties severally appear, and the Deft by Answer their own move that this Action may be continued - that they may have in lawfully & recover a Sum not now to be had - and it is by the Court considered that the said Parties have Day here according until the third Thursday of May next after the said second Tuesday of April

James Samuel
John Gibson
1716

James Samuel of Northampton in the County of Hampshire Merchant. Et.
John Gibson of Northampton in the same County Esq. Defendant in a Plea
of the Case that whereas the said John Gibson aforesaid on the last
day of December last past was justly indebted to the said Jacob on the
sum of two pounds two shillings & eleven pence lawful Money to call
and Book Accounts he the said John Gibson then & there in Consideration thereof
promised the said Jacob to pay him the same sum on Demand
Also for that the said John Gibson aforesaid on the last Day of
December last past was justly indebted to the said Jacob on other sum
of £20 2s 7d lawful Money for and by Articles of Book Account
ing to the Schedule hereunto annexed he the said John Gibson then & there in
Consideration thereof promised the said Jacob to pay him the same sum
on Demand & he the said John Gibson then requested hath never paid
either of said Sums but unjustly neglected to the Damage of the said
Jacob Three pounds The Plea appears by J. Williams Esq. his Att.
and the Deft. the three Times publicly called to come into Court to make
Defence of Appearance here & therefore it is considered by the Court
that said Jacob do recover against said John Gibson Two pounds two shil-
lings and seven pence of lawful Money Damages & Costs of Court
thence at £20 2s 7d & therefore
Done at London 10. 1782

Samuel Taylor
Esq.
1777

Samuel Taylor of Northampton in the County of Hampshire Esq.
Defendant in a Plea of the Case for that whereas the said Samuel
and said Ebenezer a said Northampton on the twelfth Day of June
anno Domini 1770 exchanged a Pair of Cattle for a Horse that
is the said Samuel let the said Ebenezer have a Pair of Cattle &
received a Horse of said Ebenezer in part pay for the same then
and in Consideration thereof the said Ebenezer further assumed
on himself & faithfully promised the said Samuel to deliver
him One thousand of good merchantable White pine Shingles which
the Plea says were of the Value of thirteen shillings and pay him the
same on Demand and the Plea says that he always intended to have
been ready to receive said Shingles & And also for that the said
Ebenezer afterwards viz at Northampton aforesaid on the last
Day of November Anno Domini 1772 by his Note in Writing & in
Consideration of twenty One Sheep delivered him by the said Samuel
Taylor for two Years from the Date viz in the month of November
Anno Domini 1772 promised the said Samuel to pay & deliver
to him for his Use & Benefit fifteen hundred & three Quarters of good
well washed merchantable Sheeps Wool on or before the tenth Day
of June then next following the Date of said Note & also fifteen
pounds & three Quarters of the like good Wool by the tenth Day of June
following after meaning the tenth day of June Anno Dom. 1774
and if not delivered then to pay the lawful Interest till paid & And
also for that the said Ebenezer then & there further promised to deliver
to the said Samuel twenty One good merchantable Sheep on the tenth
Day of June Anno Domini 1774 & the Plea says that the same Sheep
were well worth eight shillings each & the Plea further avers that he
always has been ready to receive said Sheep & Yet the said Ebenezer
then requested hath not performed his said Promise but unjustly
neglected to the Damage of the said Samuel twenty pounds
The Parties severally appear and the Deft moved that this action may
be continued because he cannot now produce Witnesses
and it is considered by the Court that the said Parties have Day here
accordingly until the third Tuesday of May next

Thad. Leavitt
vs
Lem. Luckore
No 118

Thaddeus Leavitt, Thomas & Isabel Hathaway Gent both of Suffield 32
in the County of Hampshire Plffs vs Lemuel Luckore of Westfield
in the same County Defendant in a Plea of Trespass on the
Case for that the said Lemuel at West Northampton on the fifth day of
April last past by his Note of that Date for Value received promised
the said Leavitt & Hathaways to pay them forty seven pounds and an
half of good merchantable Flax within twelve days from the
Date of said Note and deliver the same at said Leavitts House
in said Suffield and if not paid on twelve days then the sum
of forty seven shillings & six pence meaning full paid
and the Delphaver the same Flax to be well worth the forty seven
shillings & six pence and that they have been always ready to re-
ceive said Flax yet the said Lemuel the often that he requested
hath not fulfilled his said Promise but wholly neglects it to
the Damage of said Leavitt & Hathaways seven pounds
The Delphaver by John Phelps Gent his Att^y and the Deft the
three Times publicly called to come into Court and answer
of Appearance here Wherefore it is considered by
the Court that said Thaddeus & Isabel do recover against
Lemuel Two pounds ten shillings & four pence of lawful
Money Damages and Costs of Court taxed at £ 15.6
& thus of &c
Given at P. June 14. 1782

Moses Dagg
vs
Josiah Dewey
No 119

Moses Dagg of Westfield in the County of Hampshire Blacksmith
Plff vs Josiah Dewey of Great Barrington in the County of Berkshire
Defendant in a Plea of Trespass on the Case for that the said Josi-
ah at said Westfield on the seventh day of July Anno Domini 1780
received of the said Moses one promissory Note in Writing made
before by Aaron Roth and Enock Mose both of Suffield by
which the said Aaron & Enock promised the said Moses to pay
him three thousand three hundred & eighty Dollars which Note
the said Josiah received of the said Moses to collect the Contents
for him the said Moses in Money & thereof to render him a reaso-
nable Account on Demand. Yet the said Josiah the often
thats requested & tho he hath delivered up the same Note to the said
Aaron & Enock hath not performed his said Promise but he
wholly neglects & refuses to do so to the Damage of the said Moses
Twenty pounds The Parties now severally appear & agree that
this Action be continued to the next Term without Costs and
it is considered by the Court that they accordingly have Day
here untill the third Tuesday of May next

Noah Phelps
vs
Wm Ashley
No 120

Noah Phelps of Westfield in the County of Hampshire Yeoman Plff vs
William Ashley of Suffield in the County of Berkshire Gent Deft in a
Plea of Trespass on the Case for that the said William at said North
ampton on the twenty eighth day of January Anno Dom. 1778 by
his Note of that Date for Value received having received of the said
Noah four Hogsheads of Rum in good Order promised the said
Noah to deliver the same at Ransalaers in Claverack & likewise
then & there further promised to pay him the said Noah the Sum
of sixteen pounds and two shillings on Demand. Yet the said
William the often requested hath not performed his said Promise
or ever paid the said Sum of sixteen pounds & two shillings but
he wholly neglects it to the Damage of the said Noah twenty pounds

The Parties now usually appear and agree that this Action be continued to the next Term, and that no Costs be taxed at the next Term unless there be a Trial. Therefore it is considered by the Court that the said Parties have Day here on the third Tuesday of May next.

Per Clap
vs
John Chadwick
No 121.

Per Clap of Northampton in the County of Hampshire Thomas the son of John Chadwick of New Marlborough in the County of Berkshire Gent. Defendant in a Plea of Trespass on the Case for that the said John at said Northampton on the twentieth Day of August last past by his Note of that Date for Value received promised the said Perez to pay & deliver to him at Exeter Parish Brears in Tynningham two hundred of good silver on Demand which the Plaintiff says was well worth four pounds & eight shillings & the Plaintiff avers that he always hitherto hath been ready at the Place of Delivery to receive said Silver. Yet the said John the often thereto requested hath not performed his Promise but neglected to do the Damage of the said Silver seven pounds. The Plaintiff appears by John Philip Gent his Atty and the Defendant the three Times publicly called to come into Court to make his Defence & appearance but wherefore it is considered by the Court that said Perez do recover against said John three pounds seven shillings & eight pence Damages and Costs of Court taxed at £ 1. 4. 8 pence. Given under the Seal of the Court the 14. 1782

Per Clap
vs
John Chadwick
No 122.

Per Clap of Northampton in the County of Hampshire Thomas the son of John Chadwick of New Marlborough in the County of Berkshire Gent. Defendant in a Plea of Trespass on the Case for that the said John at said Northampton on the twentieth Day of August last past by his Note of that Date for Value received promised the said Perez to pay & deliver to him at Exeter Parish Brears in Tynningham two hundred of good silver on Demand which the Plaintiff says was well worth four pounds & eight shillings & the Plaintiff avers that he always hitherto hath been ready at the Place of Delivery to receive said Silver. Yet the said John the often thereto requested hath not performed his Promise but neglected to do the Damage of the said Silver seven pounds. The Plaintiff appears by John Philip Gent his Atty and the Defendant the three Times publicly called to come into Court to make his Defence & appearance but wherefore it is considered by the Court that said Perez do recover against said John three pounds seven shillings & eight pence Damages and Costs of Court taxed at £ 1. 4. 8 pence. Given under the Seal of the Court the 14. 1782

Per Clap
vs
John Chadwick
No 122.

Israel Hubbard and Thomas and Anna his wife both of Dorset in the County of Hampshire Appellants vs Mary Bolwood Widow and Benjamin Bolwood Gent both of Dorset in the County of Dorset and Executors of the last Will & Testament of Solomon Bolwood late of said Dorset deceased and in said Capacity Apprs from the Judgment of John Choate Williams Esq. a Trial before him at the Court in the said County of Hampshire on the seventh day of January last when & where the said Mary & Benjamin were Df. & the said Israel & Anna Df. in a Plea of the Case for that Annker is aforesaid on the last Day of October Anno Domini 1773. being then Single & unmarried was justly indebted to the said Solomon then living in the Sum of twenty shillings & four pence to balance Book Accounts & lent there in Consideration thereof promised said Solomon to pay him the same Sum on Demand. Yet the said Anna while Single, nor the said Israel & Anna since their Marriage, have ever paid the same to said Solomon while living or his Executors since his Death to their Damage forty shillings & which Trial Judgment was rendered that the said Mary and Benjamin do recover against said Israel & Anna Twenty shillings and four pence of lawful Money Damages & Costs of Court taxed at fourteen shillings. From which Judgment the said Israel & Anna appealed to this Court &c. And now at this Time the said Israel & Anna make default of Appearance to prosecute their said Appeal, and the said Mary & Benjamin now here in Court pray Affirmation of the former Judgment with additional Costs &c. And it is considered by the Court that said Mary and Benjamin do recover against said Israel & Anna One pound & eight pence Damages & Costs taxed at £ 1. 5. 8 pence. Given under the Seal of the Court the 17. 1782

David Moseley
Joseph Moor
No 123

David Moseley of Westfield in the County of Hampshire
Gent. Petitioner Joseph Moor of Southwick in the same County
Respondent in a Plea of Turpason the Case for that the said Joseph
by the Name of Joseph's. Moor at Northampton aforesaid on the
14th day of October Anno Domini 1783 promised the said David to
pay or cause to be paid to him on Order the Sum of One pound
two shillings and four pence in good New Zealand or two Child-
lings and four issue by the bond at or before the fourteenth
Day of November then next following the Date of said Note and
the Petitioner he hath been always ready to receive said Feathers
Yet said Joseph the often requested hath not performed his
said Promise but neglects it to the Damage of said David
seven pounds - The Petitioner by John Phelps Gent his Att^y
and the Deft the three times publicly called to come into Court
makes Default of appearance here - Wherefore it is con-
sidered by the Court that said David do recover against said
Joseph Two pounds fourteen shillings and seven pence of Law-
ful Money Damages and Costs of Court taxed at £ 13. 8
& thereof &c. Execut^y June 14. 1782

Phineas Perkins
Jock Negro
No 124

Phineas Perkins of Southwick in the County of Hampshire
Petitioner Jock a Negro of Springfield in the same County
Respondent in a Plea of Turpason the Case for that the said Jock at
said Southwick on the twenty fifth day of June Anno Domini 1781
by his Note for Value received promised the said Phineas to pay him
two pounds ten shillings lawful Money worth of good Corn and
Wheat on the first day of February then next following the Date of
said Note with Interest - And the Petitioner he has always been
ready to receive said Corn & Wheat Yet said Jock the often requested
hath not performed his said Promise but neglects it to the
Damage of the said Phineas seven pounds -
The Petitioner by John Phelps Gent his Att^y and the Deft the three times
publicly called to come into Court makes Default of appearance
here - Wherefore it is considered by the Court that the said Phineas
do recover against said Jock Four pounds fourteen shillings
and eight pence of lawful Money Damages and Costs of Court
taxed at £ 13. 10 & thereof &c. Execut^y June 14. 1782

James Black
Alexander Miller
No 125

James Black of Murrayfield in the County of Hampshire
Petitioner Alexander Miller of Wotton in the same County
Respondent in a Plea of Turpason the Case for that the said
Alexander at said Northampton on the twenty first day of
April Anno Domini 1781 by his Note Value received promised
the said James to pay him twelve pounds ten shillings lawful
Money in twelve months from the Date with Interest - Yet said
Alexander the often the said requested hath not performed his said
Promise but neglects it to the Damage of the said James fifteen
pounds - The Petitioner by John Phelps Gent his Att^y and the Deft
the three times publicly called to come into Court makes Default of

4, p^{re}sume here - Wherefore it is considered by the Court that the said James do recover against said Alexander Trouten four shillings and ten pence of lawful Money Damages and Costs of Court taxed at £ 1. 12. 10 & thereof £ 1. 14. 11 on the 14th 1782

Thaddeus Newton
Sam^l Rush
No 126

Thaddeus Newton of Munningsfield in the County of Hampshire Yeoman & Samuel Rush of the same Munningsfield Yeoman & 4th in a Plea of the Case for that said Samuel at said Munningsfield on the 12th day of October Anno Domini 1780 by his Note for Value received promised the said Thaddeus to pay him Four pounds as good as Money was in the Year 1784 by the first day of October then next following the Date of said Note - Yet the said Thaddeus the often requested hath not performed his said Promise but neglected it to the Damage of the said Thaddeus Seven pounds - The Pl^y appears by John Phelps Gent his Att^y and the De^y the three Times publicly called to come into Court makes Default of Appearance here - Wherefore it is considered by the Court that the said Thaddeus do recover against the said Samuel Four pounds two shillings and five pence of lawful Money Damages and Costs of Court taxed at £ 1. 8. 2 and thereof £ 1. 10. 0 on the 6th May 1782

David Todd
Dan^l Fowler
No 129

David Todd of Suffield in the County of Hampshire Thad^l Phelps of Northampton in the same County Yeoman & 4th in a Plea of the Case for that the said Daniel at said Northampton on the 22^d day of August last past by his Note of that Date for Value received promised said David to pay him on Order four hundred and thirty six Dollars by the twenty second day of September then next but the said Daniel hath not done the often requested to the Damage of said David Six pounds - The Pl^y appears by John Phelps Gent his Att^y and the De^y the three Times publicly called to come into Court makes Default of Appearance here - Wherefore it is considered by the Court that the said David do recover against said Daniel Two pounds Nine shillings and ten pence of lawful Money Damages and Costs of Court taxed at £ 1. 18. 10 and thereof £ 1. 19. 10 on the 14th June 1782

Jon^l Tilletson
J^l Norton & Co^{rs}
No 132

Jonathan Tilletson of Northwick in the County of Hampshire Yeoman & 4th & Edward Norton Yeoman & Robert Norton Yeoman to the late of Northwick in the said County & 4th of the last Will & Testament of Freegrace Norton late of said Northwick deceased & in said Capacity De^y in a Plea of the Case for that said Freegrace while living at said Northampton on the 4th day of March Anno Domini 1781 by his Note for Value received promised & Convention to pay him Four pounds in Cattle or Swine at the Market Price on or before the first day of December next following the Date of said Note, and the De^y avers he has always been ready to receive the same Cattle & Swine - Yet said Freegrace while living nor the said Edward & Robert since his Decease have ever paid the same to the said Jonathan but wholly neglected it to the Damage of the said Jonathan Nine pounds - The Parties severally appear and the Pl^y by John Phelps Gent his Att^y moves that this Action may be continued to the next Term, and it is considered by the Court that the said Parties have Day here accordingly until the third Tuesday of May next after the said second Tuesday of April

David Fowler
vs
Leon^d Hodges
N^o 131

David Fowler of Northwick in the County of Hampshire Gent^l 34
Plff^t at Leonard Hodges late of Westbury in the County of
Worcester Farmer Defendant. In a Plea of the Case for that said Leo-
nard at said Northampton on the third day of October Anno Domini
1778 received from the said David five Casks of Flour weighing
seven hundred gross weight of the Value of fifty pounds and the said
Leonard in Consideration thereof having received the Money for
transporting the same to Boston viz from Wilburham to Boston
then & there affirmed on himself & his heirs, promised the said David
to carry the same Flour and deliver it at Boston in a reasonable Time
from the receiving it and the Plaintiff he has always been ready to receive
Flour at Boston & forward it to said Northampton. Yet the said Leonard
tho often requested hath never delivered said Flour or any Way fulfill'd
his said Promise but neglects it to the Damage of the said David Twenty
pounds. The Plff appears by John Phelps Gent^l his Att^y and the Def^t the three
Times publicly called to come into Court makes Default of Appearance
here. Wherefore it is considered by the Court that the said David do recover
against said Leonard Thirty pounds of lawful Money Damages
and Costs of Court taxed at £16 10 and thereof &c

Dem
vs
Dan Taylor
N^o 132

David Fowler of Northwick in the County of Hampshire Gent^l
Plff^t at Dan Taylor of West Springfield in the same County Farmer
Def^t in a Plea of the Case for that the said Dan at said West Spring
field on the 1st day of March Anno Domini 1780 by his Note of
that Date for Value received promised said David to pay him one
hundred & fifty bushells of white Linn. which the Plaintiff to be worth
ten pounds lawful Money by the first Day of July then next & if not
then paid the lawful Interest from Time of payment till paid
and deliver the same Linn at the House of Dan Taylor in Spring
field. and the Plaintiff he has always been ready at the Place of
Delivery to receive said Linn until the Day of Payment had elapsed
Yet said Dan tho often requested hath not performed his said
Promise but neglects it to the Damage of said David Twelve
pounds. The Plff appears by John Phelps Gent^l his Att^y
and the Def^t the three Times publicly called to come into
Court makes Default of Appearance here. Wherefore it is considered
by the Court that the said David do recover against said Dan Twelve
pounds of lawful Money Damages and Costs of Court taxed at £13 7
and thereof &c
Exec^d of June 14. 1782

Adnah Parker
vs
John Winters
N^o 133

Adnah Parker of Westfield in the County of Hampshire Gent^l Plff^t
John Winters of the same field in the same County Just addressee Def^t
in a Plea of the Case for that the said John at Northampton on the twenty
third day of October Anno Domini 1773 by his Note for Value received
promised the said Adnah to pay him Eleven pounds lawful Money
by the first day of April then next. Yet said John tho often requested
hath not performed his said Promise but neglects it to the Damage
of said Adnah Nine pounds. The Plff appears by John Phelps Gent^l his Att^y
and the Def^t the three Times publicly called to come into Court
makes Default of Appearance here. Wherefore it is consid-
ered by the Court that said Adnah do recover against said
John Three pounds fifteen shillings & nine pence of lawful Money
Damages and Costs of Court taxed at £2 10 10 & thereof &c

Jonathan Stays of Northwick in the County of Hampshire Yeoman Plaintiff
James Fairman of Northwick in the same County Defendant
Sept in a Plea of the Case for that the said James at Northwick aforesaid on the thirty first
Day of May Anno Domini 1775 by his Note of that Date for Value received
promised said Jonathan to pay him three pounds seven shillings and
expence to be paid in good Coins by the first of October then next by
the Defendant that he has always been ready to receive said Coins and
one pound in money. Yet said James the often requested hath not
performed his said Promise but neglected it to the Damage of the
said Jonathan Nine pounds. The Plaintiff appears by John Phelps Gent his
Att and the Deft the three Times publicly called to come into Court
makes Default of Appearance here. Wherefore it is considered by
the Court that said Jonathan do recover against said James Six
pounds One Shilling & five pence of Lawful Money Damages & Costs
of Court taxed at £ 10. 10. 0 & there of &c

Thaddeus Leavell of Suffield in the County of Hampshire Trador Plaintiff
Aaron Chapman of Becket in the County of Berkshire Defendant
Sept in a Plea of the Case for that the said Aaron at said North
amilton on the six the day of February Anno Domini 1777 by his Note
of that Date for Value received by the Plaintiff Aaron Chapman Gent
promised the said Thaddeus to pay him three pounds Sixteen shillings
and seven pence Money with Interest till paid. Yet said Aaron the
often requested hath not performed his said Promise but neglected
it to the Damage of said Thaddeus eleven pounds. The Plaintiff appears
by John Phelps Gent his Att and the Deft the three Times publicly
called to come into Court makes Default of Appearance here.
Wherefore it is considered by the Court that the said Thaddeus do
recover against the said Aaron Four pounds Six shillings of
Lawful Money Damages and Costs of Court taxed at £ 10. 10. 0
and there of &c Exceorn^o June 14. 1782

Ichabod Lee of Westfield in the County of Hampshire Yeoman Plaintiff
Isa Freeman of Northampton in our County aforesaid Defendant
Sept in a Plea of the Case for that the said Lee at said Westfield
on the twenty third day of April last past by his Note of that
Date for Value received promised the said Ichabod to pay him
the Sum of Six pounds Seven shillings in hard Money on
Demand with Interest till paid. Yet said Lee the often requested
hath not performed his said Promise but neglected it to the Dam
age of the said Ichabod Nine pounds. The Plaintiff appears by
John Phelps Gent his Att and the Deft the three Times publicly
called to come into Court makes Default of Appearance here.
Wherefore it is considered by the Court that the said Ichabod
do recover against the said Isa Seven pounds five shillings
and two pence of Lawful Money Damages and Costs of Court
taxed at £ 10. 10. 0 and there of &c Exceorn^o June 14. 1782

Luther Souther of Westfield in the County of Hampshire Yeoman Plaintiff
Abigail Souther of Northwick in the same County Defendant
Sept in a Plea of the Case for that the said Abigail at Northwick aforesaid on the
fourth Day of December in the Year of our Lord 1775 by her Note of
that Date for Value received promised the said Luther to pay him
the Sum of twenty five pounds Lawful Money to be paid within

one Year from the Date and Interest till paid. And also for 35
 that the said Elias afterwards, on the same fifth Day of December
 last aforesaid aforesaid authorized by one other Note of that Date for
 Value received, promised the said Luther to pay him one other
 Sum of twenty five pounds lawful Money within two Years from the
 Date of said Note and Interest till paid meaning lawfully to do
 but the said Elias the often requested hath not performed his said
 Promise but denies to do so to the Damage of the said Luther
 Fifty pounds. The Plaintiff appears by John Phelps Gent his Att^y
 the Def^t the three times publicly called to come into Court makes
 Default of appearance here. Wherefore it is considered by the
 Court that said Luther do recover against said Elias thirty
 seven pounds & two shillings of lawful Money Damages and
 Costs of Court taxed at £ 13. 2 and three p^{ts} 8
 Exec^d in May 6. 1782

Atwater
 Gould
 N^o 139

John Atwater of Westfield in our County of Hampshire Town
 Plaintiff Ebenezer Brewster Gould of Granville in the same County
 Defendant in a Plea of Trespass on the Case for that the
 said Ebenezer at said Westfield on the 19th day of January Anno
 Domini 1774 by his Note of that Date for Value received promi-
 sed the said Peter to pay him the Sum of four pounds four
 shillings and seven pence lawful Money on Demand with
 Interest till paid. But the said Ebenezer the often thereto request
 hath not performed his said Promise but neglects it
 to the Damage of the said John Nine pounds. The Pl^{ff}
 appears by John Phelps Gent his Att^y and the Def^t the
 three times publicly called to come into Court makes Def-
 ault of appearance here. Wherefore it is consid-
 ered by the Court that the said John do recover against
 the said Ebenezer Six pounds Six shillings and
 six pence of lawful Money Damages and Costs of
 Court taxed at £ 14. 2 & three p^{ts} 8 Exec^d in June 14. 1782

Plum
 Hancock
 N^o 140

Sarah Plum of Westfield in our County of Hampshire Town
 Plaintiff William Hancock of the same Westfield Town Defendant
 in a Plea of Trespass on the Case for that the said Sarah at said
 Westfield on the tenth day of January current at the special
 Instance and Request of the said William had done & performed
 for said William sundry services in Farming & Sowing & Expenses
 according to the Schedule annexed to the Writ and think there in
 Consideration he the said William agreed on himself and
 promised the said Sarah to pay him as much Money therefor as
 he the said Sarah reasonably deserved for the same services and
 Expenses on Demand. Now in fact the said Sarah avers that
 he reasonably deserved to have from the said William for said
 services and Expenses the Sum of three pounds seven shillings
 and four pence of which the said William has paid her the said
 William the often requested hath never paid the said Sarah and seven
 shillings of said Sum the residue viz Two pounds seven
 shillings & four pence is due, but he wrongfully denies to pay it to the Damage

of the said Land seven pounds. The Parties severally appear and agree that this Action be continued to the next Term. and it is considered by the Court that they accordingly have Day here until the third Tuesday of May next after the said second Tuesday of April

Moor
Book
No 141

William Moor of Southwick in our County of Hampshire Roman
Plff^r Roger Rook of the same Southwick Roman Def^r in a Plea of Trespass
for that the said Roger at said Southwick on the Tenth
Day of November last past by his Note of that Date for Value received, pro
mised the said William to pay him the Sum of twelve pounds lawful
Silver Money on Demand with lawful Interest till paid. Yet said Roger
the requested hath not performed his said Promise but neglects it to
the Damage of the said William twelve pounds. The Plff appears by
John Phelps Gent his Att^r and the Def^r the three Times publicly called to
come into Court makes Default of Appearance here. Wherefore it is
considered by the Court that said William do recover against said Roger
Eleven pounds five shillings and eight pence of lawful Money Damages
and Costs of Court taxed at £ 1. 15. 0 & thereupon Exec^d on June 14 1782

Drake
Fillotson
No 142

Moses Drake of Westfield in the County of Hampshire Roman
Plff^r Abel Fillotson of Cranville in the same County Roman
Def^r in a Plea of Trespass on the Case for that at said Cranville
on the twenty second Day of January current a Dispute was had
between the said Moses & said Abel of and concerning their
swapping Horses, to wit the said Moses his Coward Horse for his
the said Abels Bay Mare, and to induce the said Moses to swap, he
the said Abel then & there affirmed to the said Moses that the
said Abels Bay Mare was but six Years old & that she was sound
Wind & Limb and that she had good Eyes and could see as well
as any Horse as far as he knew, all which the said Moses considered
in for Truth upon which the said Moses did then & there deliver
him the said Abel, the said Moses, several Horses of the Value of twelve
pounds for his the said Abels Bay Mare described as aforesaid
when at the same Time the said Moses avers that the said Bay Mare
of said Fillotson was twelve Years old and that she was blind &
could not see all which the said Abel then & there well knew but
Reason whereof one of the said Abels false Affirmation of and con
cerning said Mare as aforesaid the said Moses was then & there
deceived and defrauded to the Damage of the said Moses, fifteen
pounds. The Plff appears by John Phelps Gent his Att^r and the
Def^r by ^{James and moves} ^{James and moves} that this Action be continued
to the next Term. The Plff consenting thereto. Wherefore it is considered
by the Court that the said Parties have Day here until the third Tues
day of May next after the said second Tuesday of April

Silmore
Miller
No 143

William Silmore of Blandford in the County of Hampshire Roman
Plff^r Jonathan Miller of Westspringfield in the same County Roman
Def^r in a Plea of Trespass on the Case for that the said Jonathan at said
Northampton on the 28th day of June last past by his Note of that Date
for Value received promised the said William to pay him the Sum
of twelve pounds Silver Money at or before the first Day of Sep
ber then next. Yet said Jonathan the of then requested hath not
performed his said Promise but neglects it to the Damage
of said William twelve pounds. The Plff appears by John
Phelps Gent his Att^r and the Def^r the three Times publicly called to come
into Court makes Default of Appearance here. Wherefore it is
considered by the Court that the said William do recover against
said Jonathan, Eight pounds fifteen shillings & three pence and Costs
of Court taxed at £ 1. 15. 0 & thereupon Exec^d on June 14 1782

Thomas
v
Fowler
N^o 144

Lovewell Thomas of Westfield in the County of Hampshire Plaintiff
v
Biddad Fowler of the same Westfield Defendant in a
Petition of Trespas on the Case for that whereas the said Lovewell at
Westfield on the twelfth day of April last past let out his son
Thomas a Minor to the said Biddad at his special Instance and
Request to live with him the said Biddad six months and work at
Farming Business and in Consideration thereof the said Biddad
then and there assumed on himself and faithfully promised the said
Lovewell to pay him therefor the Sum of fifteen pounds in Silver
Money or the Value of said Silver Money in Specie at the Choice of
said Thomas at the Expiration of said Term, and the said Tho-
mas avers that the said Biddad did labour for the said Biddad
Term of six months which Term hath long since elapsed, yet
the said Biddad the often requested hath not performed his said
Promise but denies it to the Damage of the said Lovewell Seven
ty pounds. The Parties appear by Counsel and agree to refer
this Case to the Judgment Award and final Determination
of Mr. J. Aaron Thier, Daniel Fowler and Zachariah Bush
of said Westfield or any two of them, who are to hear the Parties
Judgment to be made up and Execution according to
And the Action is continued to the next Term

Fowler
v
Roth
N^o 145

David Fowler of Southwick in the County of Hampshire Plaintiff
v
Roger Roth of the same Southwick Defendant in a
Petition of Trespas on the Case for that the said Roger at West-
field in said County on the 21st day of March last past
by his Note of that Date for Value received promised said Da-
vid to pay him or his Order the Sum of four hundred and
Ninty pounds Continental Money on Demand with Inter-
est till paid; and also for that the said Roger at Westfield
a few days afterwards on the same 21st day of March last past
by his Note of that Date for Value received promised the said Da-
vid to pay him or Order Fifty pounds Paper Money on Demand
Yet said Roger hath not performed either of his Promises
the requested thereto but neglects it to the Damage of said Da-
vid Twenty pounds. The Petitioner appears by John Phelps Gent
his Att^y and the Defendant three Times lawfully called to come into
Court makes Default of Appearance here. It being then con-
sidered by the Court that said David do recover against said Roger
Seven pounds twelve shillings of lawful Money Damages
and Costs of Court taxed at £1.4.3 and there of &c

Smith
v
Colburn
N^o 146

Sideon Smith of West Springfield in the County of Hampshire Plaintiff
v
Nathaniel Colburn of the same West Springfield Defendant in a
Petition of Trespas on the Case for that the said Nathaniel at
West Springfield on the 20th day of November last past by his Note
for Value received promised the said Sideon to pay him or Order
One good Saddle worth five shillings & five good Bridles, which
Bridles the Petitioner says were well worth seven shillings each in one
month from the Date & the Petitioner he has always been ready to
receive said Saddle & Bridles. Yet said Nathaniel the often requested
hath not performed his said Promise but neglects it to the Damage
of the said Sideon Seven pounds

Bull
Siring
No 147

David Bull of Hartford in the County of Hartford State of Connec-
ticut Plaintiff vs David Siring of Westfield in our County of
Hampshire Defendant
The Plaintiff appears by John Phelps Gent his Att^y and the Def^t the three Times
publicly called to come into Court makes Default of Appearance here
And it is considered by the Court that this Action be continued
for Judgments to the next Term the third Tuesday of May next
David Bull of Hartford in the County of Hartford State of Connec-
ticut Plaintiff vs David Siring of Westfield in our County of
Hampshire Defendant
The Plaintiff appears by John Phelps Gent his Att^y and the Def^t the three
Times, publicly called to come into Court makes Default of Appearance
here - Wherefore it is considered by the Court that said Bull do re-
cover against said Siring Twenty five pounds eighteen shillings and
eight pence in Silver or Gold on
Demand Yet said Siring the requested hath not performed his said
Promise but neglects it to the Damage of said Bull thirty pounds
The Plaintiff appears by John Phelps Gent his Att^y and the Def^t the three
Times, publicly called to come into Court makes Default of Appearance
here - Wherefore it is considered by the Court that said Bull do re-
cover against said Siring Twenty five pounds eighteen shillings and
eight pence of lawful Money Damages and Costs of Court taxed at
£10.3 and there of &c
Exon. ff. June 14. 1782

French
Freeman
No 148

Samuel French of Murrayfield in the County of Hampshire Plaintiff
vs Ebenezer Freeman of Morwick in the same County Defendant
The Plaintiff appears by John Phelps Gent his Att^y and the Def^t the three Times
publicly called to come into Court makes Default of Appearance here
Wherefore it is considered by the Court that said French do re-
cover against said Freeman Four pounds One shilling & two pence on Demand with Interest till
paid - Yet said Ebenezer the requested hath not performed his
said Promise but neglects it to the Damage of said Samuel
Five pounds - The Plaintiff appears by John Phelps Gent his
Att^y and the Def^t the three Times, publicly called to come into Court
makes Default of Appearance here - Wherefore it is considered
by the Court that said Samuel do recover against said Ebenezer
Four pounds seven shillings and four pence of lawful Money
Damages and Costs of Court taxed at £12.0 and there of &c
Exon. ff. May 23. 1782

Stays
Stecher
No 149

Philip Stays of Southwick in the County of Hampshire Plaintiff
vs Abner Stecher of the same Southwick Defendant
The Plaintiff appears by John Phelps Gent his Att^y and the Def^t the three Times
publicly called to come into Court makes Default of Appearance here
Wherefore it is considered by the Court that the said Philip do recover
against the said Stecher Seven pounds six shillings and seven pence
of lawful Money Damages and Costs of Court taxed at £14.0
and there of &c
Exon. ff. May 6. 1782

Newton
vs
Adams
N^o 150

Obadiah Newton of Framville in the County of Hampshire Thoman Dep^t 37
vs
Pelatiah Adams of the same Framville Thoman Dep^t in a Plea
of Trespass on the Case for that said Pelatiah at said Framville on the 14th
day of November last past by his Note for Value received promised said
Obadiah to pay him the Sum of four pounds four Shillings and three pence
Silver Money on the first day of January then next with Interest. Yet said
Pelatiah the often requested hath not performed his said Promise but
neglects it to the Damage of said Obadiah Nine pence.
The Dep^t appears by John Phelps Gent his Att^y and the Dep^t the three Times
publicly called to come into Court makes Default of Appearance here.
Wherefore it is considered by the Court that said Obadiah do recover against
said Pelatiah Four pounds four Shillings and five pence of Lawful Money
Damages and Costs of Court taxed at £1.15.8 and three of 2

Exon. 14. 1782

Bagg
vs
Williams
N^o 151

Moses Bagg of Westfield in the County of Hampshire Thoman Dep^t vs
Reuben Williams of the same Westfield Thoman Dep^t in a Plea of T^r
Case for that whereas the said Moses & said Reuben at said Westfield
on the last Day of January Anno Domini 1776 purchased a Grove
of Swine in Partnership and took the same to Boston & there sold the
same for thirty pounds Lawful Money more than the purchase price
of said Swine together with all Charges in purchasing driving and
selling the same Swine and the said Moses avers that the said
Reuben received the whole Money at a Place called Boston viz at
said Northampton for what the said Swine sold at & that the
in Consideration thereof he the said Reuben assumed on himself &
faithfully promised the said Moses to render him an Account
of the Sale of the same Swine and pay him the full Value of
what the one half of what said Swine sold for in a reasona-
ble Time And also for that whereas the said Reuben at
said Westfield on the last Day of December last past was
indebted to the said Moses in the Sum of two hundred pounds
Lawful Money for the like Sum of Money by him the said
Reuben before that Time had and received to the Use of said
Moses and being so indebted he the said Reuben afterwards
on the same last Day of December aforesaid at said Westfield
in Consideration thereof then & there consented & faithfully
promised the said Moses to pay him said Sum on Demand
And also for that the said Moses at said Westfield on the
same last Day of December aforesaid at the special Instance
and Request of the said Reuben had done & performed for him
diverse Services in his Trade of a Smith, he the said Reuben then
& there in Consideration thereof assumed on himself & promised
the said Moses to pay him therefor as much Money as he reasona-
bly deserved to have on Demand, and said Moses says he des-
erved to have for said Services twenty Shillings Lawful Mo-
ney of which the said Reuben had Notice Yet said Reuben the often
requested hath not performed either his said Promises but he
neglects it to the Damage of said Moses two hundred pounds.
The Dep^t appears by John Phelps Gent his Att^y and the Dep^t the three
Times publicly called to come into Court makes Default of Appear-
ance here And it is considered by the Court that this Case
be continued for Judgment to the next Term the third Tuesday
of May next &c

Fowler
vs
Williams
1752

Abner Fowler of Southwick in the County of Hampshire Yeoman & Elyah Williams of West Wickbridge in the County of Berkshire Esq^r Left in a Plea of Trespass on the Case for that whereas at a Superior Court of Judicature &c holden at Springfield within the County of Hampshire and for the Counties of Hampshire and Berkshire on the fourth Tuesday of September Anno Domini One thousand seven hundred & seventy One he the said Abner Fowler recovered by the Judgment of said Court against Daniel Old of Hartwood in our County of Berkshire Yeoman the Sum of Eighteen pounds & eleven pence Lawful Money of the then Province of the Massachusetts Bay a Government of Damage and five pounds & three shillings Costs of Suit in that behalf expended whereof the said Daniel is convicted as by the Record of the same Court in our said Superior Court to be produced appears & also for that whereas the said Abner in Order to have the same Judgment executed afterwards went on the thirtieth day of September Anno Domini One thousand seven hundred & seventy three sued out a Writ of Execution on the Judgment aforesaid in Form as by our Law is prescribed and directed to the Sheriff of our County of Berkshire his Under Sheriff or Deputy and commanding them that of the Goods Chattels or Lands of the said Daniel within their Precincts they should cause to be paid & satisfied unto the said Abner all the Value thereof in Money the aforesaid Sums with seven shillings & seven pence half penny more for that & the former Writs of Execution also to satisfy themselves for their own Fees and for Want of Goods Chattels or Lands of the said Daniel to be by him shewn unto them or found within their Precincts to the Acceptance of the said Abner to satisfy the Sums aforesaid so recovered as aforesaid to take the Body of the said Daniel & him commit unto the Common Goal in Great Barrington in the County of Berkshire aforesaid and there detain him in their Custody untill he should pay the full Sums aforesaid so recovered as aforesaid or be discharged by the said Abner or otherwise by Order of Law, and that they should make Return of the same Writ with their Doings therein into our said Superior Court of Judicature &c then next to be holden at Northampton within our County of Hampshire And the said Abner afterwards on the eighth Day of November then next at said Great Barrington delivered our same Execution to one Ebenezer Bement then & long since a Deputy Sheriff under the said Elyah Williams Esq^r Sheriff of the said County of Berkshire, induce forms of Law to execute and return the same and the said Ebenezer on the same eighth Day of November by virtue of the same Writ of Execution for want of Goods Chattels or Lands to the Acceptance of the said Abner to be found in his Precincts he took the Body of the said Daniel Old & committed him unto the said Goal in said Great Barrington and at the same Time left a true Copy of the said Execution and the Return thereon with Silas Goodrich then and long since an Underkeeper of the said Goal under Elyah Williams Esq^r Sheriff and the said Abner avers that the said Elyah

Forster
vs
Williams

William Esq^r was then and long since Sheriff of the said 38 County of Berkshire and had the Care and Keeping of the said Goal and was by Law obliged safely to keep all Prisons committed to the said Goal without suffering any manner of Escape and that he the said Esq^r as aforesaid did then & there receive & take the said Daniel into his Custody and by Virtue of the same Commitment had & delivered the said Daniel under his Custody on Execution for the Damages Charges & Costs recovered against him by the said Abner as aforesaid. And the said Daniel being so in Custody of the said Esq^r the Sheriff of the said County of Berkshire and the said Esq^r the Keeper of the Goal there in Execution for the Damages Charges & Costs as aforesaid he the said Esq^r afterwards, to wit on the ninth Day of November A.D. 1773. being then & long after Sheriff & Keeper of said Goal as aforesaid did at said Great Barrington viz at said Northampton permit & suffer for him the said Daniel to freely & voluntarily to escape & go at large out of the Custody of him the said Esq^r without the Leave and against the Will of the said Abner. Yet the said Esq^r or the said Esq^r have never paid or satisfied the said Judgment or any Way contented or paid the said Abner any Part thereof tho' often thereto requested but neglect it to the Damage of the said Abner Thirty Nine pounds.

The Plea appears by John Phelps Gent his Att^y and the Deft by Theodore Sedgwick Esq^r his Att^y comes and defends the Force & Injury where he and says he is not guilty in Manner and Form as the Plea in his Declaration against him hath alleged and there of he puts himself on the Country, and the said Abner reserving to himself the Liberty of waiving this Demurrer on the Trial of the Appeal & then joining the Issue above tendered, now say that the Plea aforesaid & the Matters therein contained are an insufficient Answer to his Declaration & that he is not holden neither is he bounden by the Laws of the Land to make Answer thereto and this he is ready to verify he therefore prays Judgment of the Plea aforesaid & that his Damages & Costs may be adjudged him. And the said Esq^r consenting to said Demurrer says his Plea is sufficient.

Whereupon all and singular the Premises being seen & by the Court here fully understood, forasmuch as it appears to the said Court that the Plea aforesaid of the said Esq^r by him above shaled and the Matters in the same contained is a good and sufficient Answer in Law to the Declaration aforesaid of the said Abner and that he ought not to receive any thing upon his Plea aforesaid. Therefore it is awarded that the said Abner by his Plea aforesaid receive Nothing out that for his groundless Claim he be in Mercy & and it is also considered that the said Esq^r do recover against the said Abner Costs for defending the Suit of the said Abner &c. The said Abner by his said Att^y appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton in the County of Hampshire on the last Tuesday of April next and he recognises with Sureties as the Law directs for the said do or procure his said appeal with Effect as by and according to the Statute in that behalf made it appears.

Book
vs
Wilson
No 153

Moses Cook Junr of Amherst in the County of Hampshire Plaintiff
vs
Samuel Wilson of Belchertown in the same County Defendant
Deft in a Plea of the Case for that the said Samuel at Belchertown paid
on the Tenth day of August Anno Domini 1779 by his Note for
Value received from and said Moses to pay him or Order Eight
hundred bushells of good Rye by the first day of January then next ensuing
the Date of said Note or so much Money as would purchase
the same with the lawful Interest for the same till paid. And the said Mo.
se Cook he has been always ready to receive said Rye agreeable to the Term
of said Note and that so much Money as would purchase said
Rye was equal to the Sum of four pounds One shilling Silver Money
Yet said Wilson the requested never delivered said Rye or ever
paid said Sum but neglects it to the Damage of said Moses
Eight pounds. The Plf appears by John C Williams Esq his Att & K
the Deft the three Times publicly called to come into Court makes Def
ault of appearance here. After which the Deft comes into Court
with the Plf agrees that this Case be continued for Judgment to the next
Term. and it is by the Court continued accordingly

David Parsons Esq
vs
John C. Vales
No 154

Simon Strong Esq & David Parsons Esq both of Amherst in the
County of Hampshire Executors to the last Will & Testament of David
Parsons late of said Amherst Clerk deceased and in said Capacity Plf
vs
John C. Vales late of the same Amherst Esq Deft on a Plea of Con
tract broken &c as may be seen at large in the original Libt
on File. The said Simon & David being now three Times called
are in suit and the Deft defaulted and the Action is described

Paul Willard
vs
Beriah Willard
No 155

Paul Willard of Greenfield in the County of Hampshire Trader and
Beriah Willard of said Greenfield Trader Plf vs Consider Cushman
of Barnardston in the same County Defendant Deft in a Plea of the Case
for that the said Consider at said Greenfield on the twelfth Day of
May last past by his Note of that Date for Value received promised to pay
them or Order Two pounds Twelve shillings Eight pence in Silver
Gold on Demand with lawful Interest till paid. Yet said Consider
the often requested hath never paid the same but neglects it to the
Damage of said Paul & Beriah Eight pounds. The Plf appears
by Caleb Strong Esq his Att & the Deft the three Times publicly called to come
into Court makes Default of appearance here. Wherefore it is considered
by the Court that the said Paul and Beriah do recover against said Consi
der Two pounds sixteen shillings and eight pence of lawful Money Damages
and Costs of Court taxed at £1. 14. 6 & thereof the Exon of Apr 26. 1782

Paul
vs
William Clark
No 156

Paul Willard & Beriah Willard both of Greenfield in the County of Ham
pshire Traders Plf vs William Clark of Colrain in the same County Deft
Deft in a Plea of the Case for that the said William at said Greenfield on
the 31st day of July last past by his Note for Value received promised
the said Paul & Beriah to pay them two pounds sixteen shillings
in Silver or Gold on Demand with Interest till paid. Yet said Wil
liam the often requested hath never paid the same but neglects it to
the Damage of the said Paul & Beriah Eight pounds

The Plf appears by Caleb Strong Esq his Att & the Deft the three Times pub
licly called to come into Court makes Default of appearance here
Wherefore it is considered by the Court that the said Paul & Beriah do
recover against the said William's two pounds sixteen shillings and
eight pence of lawful Money Damages and Costs of Court taxed at
£1. 14. 6 and thereof &c Exon. Apr 26. 1782

Morgan
vs
Windsor
No 157

Nathan Morgan of West Springfield in the County of Hampshire Plaintiff
vs
Benjamin Windsor of West Springfield in the County of Essex Defendant
in a Plea of the Case for that said Benjamin at said West Springfield on the third
Day of September last past by his promissory Note for Value received pro-
mised to pay the Plaintiff Twenty five pounds sixteen shillings in Silver
Money on Demand with Interest till paid. But said Benjamin the
often requested hath never paid said sum or any part thereof
but neglects it to the Damage of the said Nathan Forty pounds.
The Plaintiff appears by Justin Esq. his Att^y and the Defendant the three Times
is publicly called to come into Court makes Default & of Appearance
here. Wherefore it is considered by the Court that said Nathan
do recover against said Benjamin Twenty seven pounds fourteen
shillings and Nine pence of lawful Money Damages and
Costs of Court taxed at £ 2. 19. 0 & thereof &c.

Exon. f^o Apr 16 1782

Esq. Esq.
vs
Carente
No 158

Justin Esq. of West Springfield in the County of Hampshire Plaintiff
vs
Andre Carente of Boston in the County of Suffolk Defendant
in a Plea of the Case for that said Andre at said West Springfield
on the fourth Day of December last past by his Note for Value received
promised the Plaintiff to pay him Forty five pounds fifteen shillings and
four pence in Silver Money in One month from the Date of said
Note with Interest. But said Andre the often requested hath never
paid the same but neglects it to the Damage of said Justin Fifty
pounds. The Plaintiff appears in his own Person and the Defendant the three
Times publicly called to come into Court makes Default & of Appearance
here. Wherefore it is considered by the Court that said
Justin do recover against said Andre Forty seven pounds thirteen
shillings and ten pence of lawful Money Damages and Costs of
Court taxed at £ 2. 6. 2 & thereof &c. Exon. f^o Apr 16 1782

Cooper
vs
Phillips
No 159

Enoch Cooper of West Springfield in the County of Hampshire Plaintiff
vs
James Phillips of the same West Springfield Defendant
in a Plea of the Case for that said James at said West Springfield on the 26th day of March Anno Domini 1783 by his
Note for Value received promised the Plaintiff to pay him Two pounds
three shillings and seven pence on Demand with Interest till
paid. Also for that said James at said West Springfield
on the last Day of December last past being justly indebted to
the Plaintiff in the sum of Fifteen pounds lawful Money to balance
Book Accounts for diverse goods Wares & Merchandises there
before that Time sold & delivered to the said James by the said Enoch
and also for Labour and Trowels there before that Time done & per-
formed by the said Enoch for the said James at his Request.
In consideration thereof said James then & there afterwards on him-
self & faithfully promised the Plaintiff to pay him the last mentioned
sum on Demand. But said James the often requested hath
not paid said sum or any part of them but neglects it to the
Damage of said Enoch Thirty pounds. The Plaintiff appears by Justin
Esq. his Att^y and the Defendant the three Times publicly called to come into
Court makes Default & of Appearance here. Wherefore it is consid-
ered by the Court that said Enoch do recover against said James
Twenty two pounds thirteen shillings and seven pence of lawful
Money Damages and Costs of Court taxed at £ 5. 13. 0 & thereof &c.

Exon. f^o Apr 16 1782

David White
vs.
James Phillips
No 160

Said White of West Springfield in the County of Hampshire Plaintiff
James Phillips of the same West Springfield Defendant
The Case for that said James a West Springfield in the County aforesaid
on the sixth day of May instant 1782 by his Note for Value received
promised the Deft to pay him the Sum of Ten pounds six shillings
and eleven pence lawful Money on Demand with Interest
till paid. Yet said James the often requested hath never paid the
same to the Damage of said David Nineteen pence.
The Deft appears by Justin Big Esq his Att^y and the Deft the three Times
publicly called to come into Court and his Default of Appearance
here. Wherefore it is considered by the Court that the said David
do recover against the said James Eighteen pence six shillings
and eleven pence lawful Money Damages and Costs of Court taxed at £1.13.6
and thereof &c
Done at West Springfield Apr 16. 1782

Edw
vs.
Gideonson
No 161

Sidon Reay of Boston in the County of Suffolk Defendant
vs.
Joseph Brownson late of Conway in the County of Hampshire
Trader Deft. in a Plea of the Case for that said Brownson at Boston
to wit at Northampton aforesaid on the sixth day of July last past
by his Note of hand for Value received promised said Sidon to pay
him or Order Ninety six pounds four shillings lawful Money in
Silver or Gold on Demand with Interest till paid, or Paper cur-
rent Money to the Value of the aforesaid Sum. Also for
that the said Joseph at Boston to wit at Northampton aforesaid on the sixth
Day of July last past by his other Note of hand of that Date for Value
received promised the said Sidon to pay him or Order another Sum
of Ninety six pounds lawful Money in Silver or Gold on Demand
with Interest till paid, or Paper current Money to the Value of the
aforesaid Sum. Yet said Joseph the often requested hath not paid
the Contents of the said Notes to the said Sidon or any part thereof
but neglects & refuses to do it to the Damage of the said Sidon
One hundred & forty pounds. The Deft appears by
Caleb Strong Esq his Att^y and the Deft the three Times publicly called
to come into Court and his Default of Appearance here.
Wherefore it is considered by the Court that said Sidon do
recover against said Joseph One hundred pounds ten shil-
lings and six pence of lawful Money Damages and Costs of
Court taxed at £2.17.2 and thereof &c

Done at West Springfield Apr 20. 1782

Benjamin Towne
vs.
Jonathan Morris
No 162

Benjamin Towne of Belchertown in the County of Hampshire Plaintiff
vs.
Jonathan Morris of Westford in the County of Worcester Deft in a
Plea of the Case for that the said Jonathan at Westford to wit at Northamp-
ton aforesaid on the sixth day of June last past by his Note for Value
received promised the said Benjamin to pay him or Order Seven
teen pounds six shillings and four pence lawful Silver Money
on Demand with Interest till paid. Yet said Jonathan the often
requested hath not paid the Contents of said Note or any part thereof to the
said Benjamin but neglects & refuses to do it to the Damage
of said Benjamin Twenty five pounds. The Parties severally
appear and agree that this action be continued to the next Term or one
that Judgment there be final. Wherefore it is considered by the
Court that the said Parties have pay been accordingly until the first
Sunday of May next after the said second Tuesday of April.

Towne
Wilcott
No 163

Benjamin Towne of Belchertown in the County of Hampshire
Subj as John Wilcott of Oxford in the County of Worcester
a Plea of the Case for that the said John at Oxford
gave and on the 22^d day of May last past by
his Note of that Date for Value rec^d promised the said Benjamin
to pay him or Order Twenty three pounds lawful Silver Money
or Gold or its value on Demand with Interest Yet said John tho
often requested hath not paid the Contents of said Note
to said Benjamin but unjustly neglects it to the Damage of the
said Benjamin Eighty pounds — The Deft appears by Charles Strong
Esq his Att^y and the Deft the three Times put by called to come into
Court makes Default of Appearance here — Wherefore it is consid
er'd by the Court that said Benjamin do recover against said John
Twenty three pounds six shillings and nine pence of lawful Money
Damages and Costs of Court taxed at Two pounds seven shillings &
eight pence and thereof &c
Exon off. Augth 30. 1782

Towne
Bourne
No 164

Benjamin Towne of Belchertown in the County of Hampshire Subj
as Ezra Bourne of Oxford in the County of Worcester
a Plea of the Case for that the said Ezra at Oxford gave at Northampton
on the third Day of April last past by his Note of that Date
for Value rec^d promised the said Benjamin by the Name
of Benjamin Towne of Belchertown to pay him or Order Two hun
dred pounds lawful Silver Money with Interest till paid in like
Money in six months from the Date of the said Note — Yet said
Ezra tho often requested hath not paid the Contents of the said
Note to the said Benjamin but neglects it to the Damage of the said
Benjamin Three hundred pounds — The Deft appears by Charles
Strong Esq his Att^y and the Deft the three Times put by called to
come into Court makes Default of Appearance here — Wherefore
it is considered by the Court that the said Benjamin do recover against
the said Ezra Two hundred & twelve pounds six shillings and
eight pence of lawful Money Damages and Costs of Court taxed
at £2. 7s 8 & thereof &c
Exon off. Apr. 20. 1782

Leavitt
Bourne
No 165

Jonathan Leavitt of Charlemont in the County of Hampshire Clerk of the
Inhabitants of the said Town of Charlemont in a Plea of the Case
for that whereas the said Inhabitants of Charlemont a legal Town Meet
ing of the same Inhabitants at the Meeting House in the said Town on the 21st
day of June last past voted to chuse Penhryn Hawks Esq. Samuel Taylor
Esq. John Hastings Esq. Benjamin Maxwell Esq. & Asaph White Esq. all
of said Charlemont a Committee to endeavour a Settlement with the
said Jonathan Leavitt from his first Settlement there meaning that
the said Jonathan's Settlement in the same Town in the Parish of the Min
istry until the tenth Day of May in the Year of our Lord One thousand
seven hundred & seventy Nine and they the Inhabitants then & there autho
rized the said Committee to act discretionally in endeavouring a settle
ment with the same Jonathan, and the same Inhabitants did then & there
vote, promise & engage to defray the same Committee and to pay whatever Cha
rges & Expenses might arise in consequence of their being chosen as aforesaid
meaning that the said Inhabitants would pay & satisfy to the same Jonathan

Leavitt
as
Charlemont

sum all such Sums of Money as the said Committee in the said Settlement
should find due and owing to the same Jonathan, from the said Town for
his Service in the Work of the Ministry aforesaid of which the said Committee
or a major part of them should promise Payment to the same Jonathan on
behalf of the same Town & afterwards to wit on the thirtieth Day of July
last past at Charlemont aforesaid the said Serjeant Obadiah Jon & Hastings
and as a Major part of said Committee in pursuance of their Authority
aforesaid made a Settlement with the said Leavitt on behalf of said Town
and by their Note of Hand of that Date on behalf of the said Town of Charlemont prom-
ised the said Jonathan Leavitt to pay him or Order the Sum of One hundred and
thirty pounds in Silver at Law billings and eight pence pence on the Value
thereof as sold by the fifth with day of November then next with the Interest and
the said Jonathan Leavitt avers that the said Inhabitants then before that
Time received of him the said Jonathan the full Value of the Contents
of the same Note and that the same Sum was found due to the same
Jonathan on the same Settlement. Yet the said Serjeant Obadiah Jon &
Hastings or as a part of them the often requested have not paid the
Contents of the same Note or any part thereof to the Plaintiff nor have the
said Inhabitants or any of them the often thereto requested paid the said
Contents or any part thereof to the Plaintiff but unjustly neglect & refuse to do it
to the Damage of the said Jonathan One hundred & thirty pounds
The Plaintiff appears by Caleb Strong Esq^r his Att^y and the Def^t the three
Times publicly called to come into Court make Default of
appearance here Wherefore it is considered by the Court
that the said Jonathan do recover against the said Inhabitants
One hundred & thirty pounds of lawful Money Damages
and Costs of Court taxed at £ 16. 10. The Plaintiff agrees
that Execution do not issue until the first day of July next
Exec^d J^d Sep^r 3. 1782

Oliver
Shattuck
1766

Abel King of Wilbraham in the County of Hampshire Gent. Plaintiff
Oliver Shattuck of Deerfield in the same County Gent. Def^t in a Plea
of Trespass whereon the said Abel complains that the said Oliver at
Saratoga to wit at Northampton aforesaid on the first day of Sep-
tember last past with Force & Arms to wit with Swords Dagger Pistols
Staves Clubs & Knives upon the same Abel did make an assault
and him the said Abel then & there did beat wound & cruelly treat
and struck divers Blows violently on the Head & Breast of the said
Abel that the said Abel by the Force of those Blows fell to the Ground &
the said Oliver him the said Abel so lying on the Ground did beat with
his Feet on the said Abel's Head & Breast and him the said Abel the said
Oliver with Force & Arms as aforesaid did carry & convey into the Wilder-
ness to wit in Northampton aforesaid and the same Abel in bodily
Fear of his Life then & there put and him the said Abel threatened with
immediate Death and other Outrages on him the said Abel then & there
committed Also for that the said Oliver at Saratoga viz at North-
ampton aforesaid on the second Day of September last past with Force
and Arms One Sword of the Value of seven pounds One great Coat of
the Value of six pounds One Wig of the Value of three pounds and three
pounds of lawful Silver Money all of the Goods & Chattels of the said
Abel King took & carried away and other wrongs to the said Abel then
and there did all which is contrary to Law against the Peace and to
the Damage of the said Abel One thousand pounds
The Plaintiff appears by Caleb Strong Esq^r his Att^y and the Def^t by Simon May
Esq^r his Att^y who and defends himself against the Force and Injury and
alleges that at the Time when the Trespass alleged in the Plea was committed

to have been committed to wit on the first Day of September last 41
that, he the said Oliver was a Captain of the fourth Company of Sol-
diers in the three month's Levies of the American Army belonging to that Reg-
iment whereof Barnabas Sears Esq^r was Colonel, and that at the same Time
the said Abel was Captain of the first Company in the same Levies
and belonging to the same Regiment; and that the said Oliver & Abel togeth-
er with the respective Companies under their Command and the Regiment
to which they belonged were at the same Time in actual military Service
and in such actual Service did remain for more than two months then
next following, to wit at a Place called Saratoga without the Boundaries and
Jurisdiction of this Commonwealth and within the Boundaries & Limits of the State
of New York, and that the said Oliver and Abel being Captains as aforesaid
together with their said Companies and Regiment were at the said Time
when said Treason is supposed to have been done and for more than two
months thence next following encamped at Saratoga aforesaid together
with the Rest of the American Army then & there under the immediate Com-
mand of Genl. George Clinton one of the Generals of the said Army then & there
carrying on War against the Enemies of the United States of America for
the Defense of the said United States, and that during the whole Time aforesaid
to wit in the same Camp at Saratoga aforesaid the Law martial was
constantly exercised and Courts Martial constantly held by the Officers of
the said Army to hear and determine all Matters and Things of Treason,
Affault, Battery, cowardice, Imprisonment and all other Matters of
Controversy between the Officers and Soldiers arising within the same
Camp, which Courts Martial had and of Right ought to have
the Cognizance of all and every of the Matters set forth and declared of in
the Writ; and that the supposed Treason if any was done at Saratoga
aforesaid and at the Time aforesaid and within the Camp & Army
aforesaid and when the said Camp and Army were in the
State of War and in constant Expectation of Battle; without that
that the supposed Treason was done at Northampton aforesaid or at any
other Place except at said Saratoga in the Camp and Army aforesaid
and that the said Oliver is ready to verify the same upon oath as the
Cognizance of this Plea belongs to the Law and Court martial the
said Oliver prays Judgment of the Plea aforesaid & that the said Court will take
any further Cognizance of the aforesaid Plea & Cause
And the said Abel says that the Plea aforesaid of the said
Oliver and the Matters therein contained are insufficient
in Law for the purpose in the said Plea expressed, and that he
is not holden neither is he bound by the Laws of the Land to make
Answer thereto and that he is ready to verify the same upon oath
Judgment of the Plea aforesaid & that the said Court will take
Cognizance of the Action aforesaid of Strong & Redwood
And the said Oliver says his Plea aforesaid is sufficient
to bring it to Trial

When upon all and singular the Premises being seen and by the Court then
now fully understood and as appears to the said Court that the Plea aforesaid
of the said Oliver as above placed is good and sufficient Answer in Law to the
Declaration aforesaid of the said Abel and that he ought not to receive
any Thing upon his Plea aforesaid therefore it is considered that the
said Abel by his Plea aforesaid do receive Nothing but that for his own
Said Claim he be in Mercy &c and it is also considered that the said Oliver
do recover against the said Abel his Costs for expenses the cost of the
said Abel &c The said Abel by Caleb Strong Esq^r his Att^r appears

from the judgment of this Court to the Supreme Judicial Court to be holden at Northampton aforesaid on & for the said County of Hampshire on the last Tuesday of this instant April and he recognizes with Sureties as the Law directs for the said Abel prosecuting his said Appeal with Effect as by said Recognizance on File appears

Parsons
27
Proversors
Apr 10th

Joel Parsons of Conway in the County of Hampshire Justice in
Petition Joseph St. Croix of said Conway Townsman Deft in a
Petition of the said Case for that the said Joseph St. Croix after
on the twelfth day of June last past by his Note of hand for Value
received promised the said Joel to pay him fifty five pounds eight shil-
lings and six pence with pence until called Dollars on Demand & Interest
till paid. and the said Joel avers that Spanish milled Dollars are
a species of Silver Coin each of which is of the Value of six shillings
The said Joseph the after requested hath not paid the Contents of the
said Note to said Joel or any part thereof but unjustly neglects it
to the Damage of said Joel seventy pounds

The Defendant by Counsel being Esq^r Thos^t and the Deft the three Times pub-
licly called to come into Court make Default of appearance here. Where-
fore this considered by the Court that the said Joel do recover against the
said Joseph the thirty three pounds & fourteen shillings and seven pence
of lawful Money Damages and Costs of Court taxed at £13.0-
and there of &c
Ex cert^{is} Apr 20 1782

Prague
21
Douglas
Apr 16th

Samuel Prague of Boston in the County of Suffolk Merch^t
Plff^r Jonathan Douglass of Cornwall in the County of Birm-
ingham and State of Vermont Trader Deft in a Petition of the
Case for that the said Jonathan at Williamstown to wit at
Northampton aforesaid on the fifth day of March last past by
his Note of hand of that Date for Value received promised
the said Samuel to deliver him or his Order ten Tons & an half
and eight hundred of good & more valuable Flour (meaning Wheat
Flour) in good Casks in Northampton (to wit at Northampton aforesaid)
within eight Weeks from the Date of the said Note (meaning to pay
Interest after the said Time of Delivery until the same should be
delivered). and the said Samuel avers that good & more valuable
Wheat Flour at the Time & Place mentioned in the said Note for the Delive-
ry of the said Flour was of the Value of thirty shillings in Silver by the hun-
dred and that the said Samuel was ready at the same Time & Place
to receive the same Flour of the said Jonathan - Also for that the said
Jonathan at Williamstown to wit at Northampton aforesaid on the
fifth day of March last past by his other Note of hand of that Date for
Value received promised the said Samuel to deliver to him or his
Order two Tons of good & more valuable Flour in naming Wheat
Flour in good Casks at Northampton in six days from the Date of
the said Note - and the said Samuel says that good & more valuable
Wheat Flour at the Time & Place mentioned in the said Note for the
Delivery of the said Flour was of the Value of thirty shillings in Silver
by the hundred and that he the said Samuel was ready at the
same Time & Place to receive the same Flour of the said Jonathan
But the said Jonathan the after requested hath not paid or delivered
to the said Samuel the Flour mentioned in either of the Notes aforesaid
or any part thereof or any way contented him for either of his said
Promises but unjustly hath neglected & still neglects and refuses to
do it. whereby the said Samuel hath lost great Profits & Emoluments
from bargaining buying and selling the same Flour which he might
have had and gained if the said Flour had been delivered to him by the
said Jonathan according to the Promises of the said Jonathan in the Notes

Prague
Douglas

as aforesaid mentioned - and the said Samuel hath since the making the said Notes been at great Labour and Expence in Journeys to procure the said Flour and hath been greatly hurt and injured in his Credit among the Sage Subjects of the Commonwealth and has been unable to perform his the said Samuels Promises to one Elijah Hunt to deliver to him the said Elijah the Quantity of Flour in the Writ aforesaid mentioned on the Day in the said Note mentioned for the Delivery of the Flour aforesaid to the said Samuel and the said Samuel has been obliged to pay a large Sum of Money to wit the Sum of fifty pounds in Silver or Money to the said Elijah for this the said Samuels Breach of Promise in not delivering the said Flour to the said Elijah as aforesaid, to the Damage of the said Samuel Three hundred pounds

The Parties now severally appear and agree that this Action be continued to the next Term, and that Judgment at that Time be, final: therefore it is considered by the Court that the said Parties have Day here until the third Tuesday of May next after the said second Tuesday of April

Smith
Hunt
No 169

Hezekiah Smith of Hartford in the County of Hartford State of Connecticut Husbandman Plaintiff in Law against William Burgh in the County of Hampshire Baron Defendant in the Case for that the said James as Willemsburgh aforesaid on the third Day of August Anno Domini 1780 by his Note for Value received promised the said Hezekiah to pay him thirty six pounds in nine months in Silver or Gold or Paper Currency to that Value or Stock of any Sort to the Value with the lawful Interest and the said Hezekiah avers he has always been ready since the making the said Note until the Expiration of the said Nine months to receive of the said James the said thirty six pounds in Silver or Gold or paper Currency or Stock of any Sort and that the said Hezekiah on the Day next after the Expiration of the said Nine months as William Burgh aforesaid elected and chose to have receive of the said James the said thirty six pounds in Silver or Gold of which he then instantly gave Notice to the said James and that the said James the requested hath never paid the Contents of the said Note or any part thereof to said Hezekiah in Gold or Silver or Paper Currency or Stock of any Sort such neglect is to the Damage of the said Hezekiah Fifty pounds

The Pl appears by Caleb Strong Esq and the Deft by comes and moves that this Action may be continued to the next Term and thereupon it is considered by the Court that the said Parties have Day here accordingly until the third Tuesday of April next

Morton
Harwood
No 170

David Morton of Hatfield in the County of Hampshire Plaintiff in Law against Peter Harwood of Windsor in the County of Berkshire Husbandman Deft in a Plea of Trespass on the Case for that said Peter as the said aforesaid on the 24th day of January Anno Domini 1782 by his Note of that Date for Value received promised said David to pay him Ten pounds eight shillings on Demand with Interest till paid - Yet said Peter the often requested hath not paid the Contents of said Note or any part thereof to said David but unjustly neglects to do it to the Damage of said David Ten pounds - The Pl appears by Caleb Strong Esq and the Deft the three Times publicly called to come into Court makes Default of Appearance - Wherefore it is considered by the Court that said David do recover against said Peter Eight pounds fourteen shillings and seven pence of Lawful Money Damages and Costs of Court taxed at £1. 9. 2 and thereof &c
Exoniff Dec 11. 1782

Goodale
as
Hooker
N^o 171

John Goodale of Conway in the County of Hampshire Husbandman
vs
Deft Samuel Hooker of the same Conway Husbandman Deft in
a Plea of Trespass on the Case for that the said Samuel at Conway aforesaid
on the 27th day of June Anno Domini 1780 by his Note of that Date for
Value received promised the said John to pay him or Order the
Sum of five pounds in Cattle at the Rate of 1 Beef at twenty shil-
lings per hundred meaning to pay and deliver to the said John so
many Cattle as should at the Time of Payment be of the Value of
five hundred pounds weight of Beef by the first day of October
then next, and the said John avers that Beef on the said first day
of October was of the Value of fifty shillings in Silver Money by
the hundred, to wit at Conway aforesaid and that five hundred pou-
nds Weight of Beef was then of the Value of twelve pounds & ten shil-
lings - And that he has always since the making the said Note been
ready to receive the Contents of the same Note according to the Term, time &
of the said Samuel. Yet said Samuel the often requested hath not
paid the Contents of said Note in Cattle or any way continued
him therefor but unjustly neglects and refuses to do it to the
Damage of the said John fifteen pounds - The Plf appears by
Caleb Strong Esq^r his Att^y and the Deft the three Times publicly called to
come into Court make Personal Appearance here - Wherefore it
is considered by the Court that said John do recover against said
Samuel Five pounds Nine shillings and three pence of Lawful Money
Damages and Costs of Court taxed at 1s. 10d & 6 pence &c

Tracy
vs
Sawyer
N^o 172

Stephen Tracy of Norwich in the County of Hampshire Clerk
vs
Deft Captain Sawyer of Partridgefield in the County of
Berkshire Deft in a Plea of Trespass on the Case for that
the said Captain at Partridgefield to wit at Northampton
aforesaid on the thirteenth day of February Anno Domini 1778
by his Note of hand of that Date for Value received promised Deft
to pay him the full and just Sum of three hundred & seventy six
pounds Lawful Money on or before the first day of October then
next with Interest from the first day of April next after the
Date of the said Note - And for that the said Captain at Partridge-
field to wit at Northampton aforesaid on the 25th day of May
Anno Domini 1778 by his other Note of hand of that Date for
Value received promised the said Captain to pay him the
Sum of forty seven pounds Lawful Money on Demand and
thence till paid - Yet said Captain the often requested
hath not paid the Contents of either of said Notes to the said
Stephen or any part thereof but unjustly neglects and refuses
to do it to the Damage of said Stephen One hundred & fifty
pounds - The Parties severally appear and agree that this
Action be continued to the next Term, and that Judgment at that
Time be final - Wherefore it is considered by the Court that the
said Parties have Day here accordingly until the third Tuesday of May
next after the said Second Tuesday of April

Healy
vs
Hawkins
N^o 173

Benjamin Healy of Chesterfield in the County of Hampshire Husbandman
vs
Deft Samuel Hawkins of Williamstown in the County
of Berkshire Trader Deft in a Plea of Trespass on the Case for that the
said Samuel at Williamstown, to wit at Northampton aforesaid
on the 18th day of June Anno Domini 1780 by his Note of that Date
for Value received promised said Benjamin to pay him on

eight, meaning on Demand, twenty four Dollars, meaning 43
 to pay Interest therefor after a Demand thereof should be made
 and the said Benjamin avers that he said Dollars are a Series of
 Silver Coins of the Value of his shillings each and that after the mak-
 ing said Note, to wit, on the twentieth Day of August last at Williams
 town he went to Northampton aforesaid, he showed the said Note to the
 said Samuel and requested him to pay the Contents to him the said
 Benjamin. But the said Samuel who often thereto requested, hath
 not paid the Contents of the same. And the said Benjamin or any
 third thereof but neglects it to the Damage of the said Benjamin
 Ten pounds. The Deft appears by Caleb Strong Esq^r his Att^r and
 the Deft the three Times publicly called to come into Court make Def
 and not appearing here. Whereupon it is considered by the Court that
 the said Benjamin do recover against the said Samuel, Five
 pounds six shillings of lawful Money Damages and Costs of Court
 taxed at £1 17s 2 and there of &c. Given at N. H. 18. 1782

Gill Esq^r
 Foster
 N^o 174

Joseph Gill Esq^r of Boston in the County of Suffolk Esq^r Petitioner
 Richard Fowler of Westfield in the County of Hampshire Esq^r Defendant
 in a Plea of Supersession the Case, for that the said Richard at Bos-
 ton viz at Northampton aforesaid on the 26th day of November
 Anno Domini 1773 by his Note of that Date for Value recd
 promised the said Moses and his Executors now deceased, when
 the said Moses hath survived to pay them or Order on Demand
 thirty one pound three shillings and seven pence lawful Money
 and if not paid in six months from the said Date to
 pay lawful Interest till paid. The said Richard the often
 requested by the said John & Moses in the Life Time of the
 said John and the said Moses after the Death of the said
 John hath not paid the Contents of the said Note or any part
 thereof to the said John & Moses in the Life Time of the said
 John or to the said Moses after the Death of the said John
 but unjustly neglects to do so to the Damage of the said Mo-
 ses Seventy pounds. The said Parties now severally ap-
 pear by Counsel and agree that this Case be continued to the next
 Term, and that there be no Appeal from the Judgment of this
 Court, and thereupon it is considered by the Court that they
 have Day here accordingly untill the third Tuesday of March next

Jedediah Smith
 Dan Smith
 N^o 175

Jedediah Smith of Northampton in the County of Hampshire
 Yonah Phelps Daniel Smiths of Leverett in the same County
 Husbandman Deft in a Plea of Supersession the Case for that
 the said Daniel at Dorchester to wit at Northampton aforesaid on the
 27th day of January Anno Dom. 1776 by his Note for Value recd
 promised said Jedediah to pay him Eight pounds three shillings
 lawful Money on Demand with lawful Interest from the Date. But
 Daniel the requested hath not paid the Contents of said Note to Jedediah
 who but neglects it to the Damage of Jedediah Ten pounds.
 The Deft appears by Caleb Strong Esq^r his Att^r and the Deft the three
 Times publicly called to come into Court make Def and not appearing
 here. Whereupon it is considered by the Court that the said Jedediah
 do recover against the said Daniel Eight pounds eight shillings & 11^d
 of lawful Money Damages and Costs of Court taxed at £1 8s 9
 and there of &c. Given at N. H. May 25. 1782

Smith
vs
Moore & al
1776

Elijah Smith of Hatfield in the County of Hampshire Plaintiff
vs Daniel Baker Senr. Senr & Benjamin Aboud Senr. both of Montague in
the same County Deft in a Plea of Trespass on the Case for that the said
Daniel and Benjamin at Hatfield aforesaid on the 27th day of August
anno Domini 1781. by their Note for Value received, promised the said
Elijah to pay him Sixty seven pounds three shillings lawful Money in
Silver or Gold within two months from the Date of said Note and if not
then paid, then Interest for the same Sum till paid. Yet said Daniel
& Benjamin or either of them the requesters have not paid the same
but neglect it to the Damage of the said Elijah Seventy five pounds
The Plff appears by Caleb Strong Esq^r his Att^r and the Deft the three
Times publicly called to come into Court makes Default of Appearance
here - Wherefore it is considered by the Court that said Elijah do recover
against said Benjamin Sixty seven pounds nineteen shillings & four pence
of lawful Money Damages and Costs of Court taxed at £11.8.2 and thereof
Execut^r May 25. 1782

Cole
vs
Joseph
1777

Amariah Cole of Chesterfield in the County of Hampshire
Plaintiff vs Abraham Joseph of the same Chester-
field Norman Deft in a Plea of Trespass on the Case for that the
said Abraham at Chesterfield aforesaid on the eleventh Day of
December anno Domini 1780 by his Note of that Date for Value
received promised the said Amariah to pay him or Order the Sum
of twenty four pounds lawful Money to be paid in Rye at three
shillings per bushell the one half to be paid in one month from
the Date of said Note the other half to be paid at or before the
first day of June then next with Interest till paid, and the
said Amariah avers that he hath ever been ready & willing to
to receive the Money or the Rye of the said Abraham or any thing
equivalent. Yet said Abraham the requesters hath not paid the
contents of said Note to said Amariah, but unjustly refuses to
do it to the Damage of said Amariah Eighteen pounds - The Plff
appears by Caleb Strong Esq^r his Att^r and the Deft the three Times
publicly called to come into Court makes Default of Appearance
here - Wherefore it is considered by the Court that the said Amariah
do recover against the said Abraham Eighteen pounds three shillings
and one penny of lawful Money Damages and Costs of Court
taxed at £11.11.0 and thereof

Adams
vs
Belcher
1778

Elijah Adams of Worthington in the County of Hampshire Plaintiff
vs Andrew Belcher of Cartridgefield in the County of Berkshire Deft
in a Plea of the Case for that said Andrew at Cartridgefield aforesaid on
the 20th Day of March anno Dom 1781. in Consideration that the said Elijah
at the special Instance & Request of the said Andrew had before that
Time done & performed for the said Andrew diverse Work Labour and
Service in the Business of a Physician & had also before that Time at
the like special Instance and Request of the said Andrew sold & delivered to
him diverse Goods Wares & Medicines, as appeared on himself and to the said
Elijah then & there specially promised that he the said Andrew so much
Money as the said Elijah for the Work Services and the Goods & Medicines
aforesaid reasonably deserved to have and the lawful Interest to the said
Elijah whenever after he should be thereto requested well & faithfully
would pay and content, and the said Elijah says that for the same

Work Labour and Service Goods Wares Merchandises & Medicines 44
he reasonably ought to have of the said Andrew Five pounds and
Sixteen shillings lawful Money to wit at Northampton aforesaid of which
the said Andrew afterwards on the same Day had Notice - Yet the said
Andrew the often requested hath not paid the same to said Elijah
or any part thereof but unjustly neglects it to the Damage of said
Elijah seven pounds - The Pet appears by Caleb Strong Esq his
Att^y and the Def^t the three Times publicly called to come into Court
makes Default of appearance here - Wherefore it is considered
by the Court that said Elijah do recover against said Andrew
Five pounds Sixteen shillings of lawful Money Damages and
Costs of Court taxed at £1 14s 6d & there of &c

Exon^{is} 25. May 1782 -

Strong
at
Parks
1782

John Strong of Northampton in the County of Hampshire Trustee
unknown Pet^r Nathan Parks late of Westfield in the same County
Husbandman Def^t in a Plea of Trespass on the Case for that the said Nathan
at Northampton aforesaid on the ninth Day of April Anno Domini 1781. by
his Note for Value received promised the said John to pay him Six
pounds Five shillings in Silver or Gold on Demand with Interest all
paid Yet said Nathan the often requested hath not paid the
Contents or any part of said Note to said John but neglects it
to the Damage of said John Eight pounds - The Parties now
severally appear and agree that this Action be continued to the next
Term and judgment then to be final and thereupon it is con-
sidered by the Court that the said Parks have Day here accordingly
until the third Tuesday of May next after said second Tuesday of
April

Perrin
at
Thing & al
N^o 180.

Abraham Perrin of Boston in the County of Suffolk Trader Pet^r
& Zadoc Thing of Conway in the County of Hampshire Husbandman
and Joseph Mitchell of Deerfield in said County of Hampshire
Husbandman Def^t in a Plea of Trespass on the Case for that the
said Zadoc & Joseph at Northampton aforesaid on the 30th day of
May Anno Domini 1781. by their Note for Value received promised
said Abraham to pay him on Order Sixty four pounds seventeen
shillings & Six pence in Silver Money or Paper Money of equal Va-
lue within two months from the Date of said Note with Interest for
the same then till paid Yet said Zadoc & Joseph or either of them
the often requested have not paid the Contents of said Note or
any part thereof but unjustly neglects it to the Damage of the said
Abraham Seventy four pounds - The Pet appears by Caleb Strong
Esq his Att^y and the Def^t the three Times publicly called to come into
Court make Default of appearance here - Wherefore it is considered
by the Court that said Abraham do recover against said Zadoc and
Joseph Sixty eight pounds eleven shillings and Nine pence of law-
ful Money Damages and Costs of Court taxed at £2 18s 6d and
there of &c

Exon^{is} 20. Apr 1782 -

Cotton
v
Day
No 181.

Andrew Cotton of Springfield in the County of Hampshire Com
wamus Plff v Samuel Day late of Wilbraham in the same County
Defendant in a Plea of the Case for that said Samuel at Springfield
on the 22^d day of June last past by his Note under his hand of
that Date for Value rec^d promised said Andrew to pay him on Order
Eleven pounds three shillings and five pence lawful Silver Money
on Demand with lawful Interest till paid — Also for that said
Samuel at said Springfield on the first Day of August last past was
justly indebted to said Andrew in the sum of Twenty seven pounds
eighteen shillings and six pence lawful Money to balance Accounts
for Board Lodging Horse keeping & Drink then before that Time
provided for him the said Samuel at his Request and for Money
lent him according to the Receipts hereunto annexed and in Consideration
whereof the said Samuel then & there promised said Andrew to
pay him the same Sum on Demand, yet said Samuel the often
requested hath not paid said Andrew either of said Sums, but
neglects to do it to the Damage of the said Andrew Forty five pounds
The Plff appears by Moses Bliff Esq^r his Att^y and the Def^t the three Times
publicly called to come into Court makes Default of Appearance here
Wherefore it is considered by the Court that said Andrew do recover ag
ainst said Samuel Twenty eight pounds fifteen shillings and two
pence of lawful Money Damages and Costs of Court taxed at One
pound 13/10 & there of &c —
Ex con. ff. Apr 17. 1782

Bliff
v
Day
No 182

Luke Bliff of Springfield in the County of Hampshire Com
wamus Plff v Samuel Day late of Wilbraham in the same County Def^t in a Plea
of the Case for that the said Samuel at said Springfield on the 27th day
of February Anno Domini 1772 by his Note, for Value received promised
said Luke to pay him sixteen shillings on Demand with lawful Interest
for the same till paid — Also for that said Samuel at said Springfield on
the 29th day of July in the same Year 1772 by his other Note for Value rec^d
promised said Luke Bliff to pay him One pound five shillings
lawful Money on Demand with Interest for the same till paid — Also for
that said Samuel at said Springfield on the twenty second Day of
April Anno Domini 1776 by his other Note under his hand for
Value rec^d promised said Luke Bliff to pay him on his Order Eleven
pounds six shillings & a half penny lawful Money on Demand with
Interest for the same till paid — Yet said Samuel the often re
quested hath not paid said Luke either of the Sums aforesaid or
any part thereof but neglects it to the Damage of said Luke
Thirty pounds — The Plff appears by Moses Bliff Esq^r his Att^y and
the Def^t the three Times, publicly called to come into Court makes
Default of Appearance here — Wherefore it is considered by the
Court that said Luke do recover against said Samuel Nine
teen pounds eight shillings and two pence of lawful Money
Damages and Costs of Court taxed at £1. 13s 10d & there of &c —
Ex con. ff. Apr. 17. 1782

Marble
v
Styde
No 183.

Joel Marble of Springfield in the County of Hampshire Com
wamus Plff v Zachary Roger Hyde of Weymouth in the County of Dorset
Def^t in a Plea of the Case for that the said
Zachary at said Springfield on the fourth day of October last past

by his promise note for Value received promised to pay 45
say in or order seven pounds six shillings and eight pence
lawful Money on Demand with lawful Interest for the same
till paid. Yet said Debit the often requested hath not paid
said Debt the same or any part thereof but neglects to do so to the
Damage of the said Abel & Sons, Executors. — The Defendant by
Moses Blyth Esq. his Att^y and the Deft the three times publicly cal-
led to come into Court makes Default of Appearance here. Wherefore
it is considered by the Court that said Debt do recover against the said
Debit seven pounds eleven shillings of lawful Money Damages
and costs of Court taxed at £ 1. 10. 0 and thereof &c

Done in C^t. Apr. 17. 1782

Chapman
vs
Henn
1784

Ephraim Chapman of Springfield in the County of Hampshire Gent
and Samuel Smith of Landisfield in the County of Berkshire Thomas
Executors of the last Will & Testament of John Chapman late of said
Springfield deceased. Pet^r & Demand. Comes on before the Court in the
same County of Hampshire Thomas & John a Plea of the Case for that
the said John at said Springfield on the 19th day of December Anno
Domini 1760 by his Note for Value received promised said Abel then
living to pay him eighteen pounds twelve shillings lawful Money
within three months from the Date thereof with lawful Interest after
the Time of Payment till paid. Yet said John the often request-
ed hath not paid the same or any part thereof either to said Abel
in his life time or to the Pet^r since his the said Abel's Death
or to Hannah Chapman Widow and Relict of said Abel who was
Joint Executor with the Pet^r & is now deceased in her Life time
but neglects to do the Damage of the said Ephraim & Samuel
Twenty pounds. — The Defendant by Moses Blyth Esq. their
Att^y and the Deft the three times publicly called to come into Court
makes Default of Appearance here. — Wherefore it is considered
by the Court that said Ephraim and Samuel in their said capa-
city do recover against said John fifteen pounds two shil-
lings and three pence of lawful Money Damages and Costs of
Court taxed at £ 1. 8. 4 and thereof &c

Done in C^t. Apr. 17. 1782

Chapman
vs
Pattison
1785

Ephraim Chapman of Springfield in the County of Hampshire Gent
and Samuel Smith of Landisfield in the County of Berkshire Tho-
mas only surviving Executors of the last Will & Testament of
Abel Chapman late of said Springfield deceased. Pet^r & Demand. Comes on
before the Court in the said County of Hampshire Thomas & John a Plea of the Case for that said Joseph at said Springfield on
the 20th day of November Anno Domini 1770 by his Note under his Hand
of that Date for Value received promised said Abel then living to pay
him five pounds ten shillings lawful Money by the first day
there next with Use for the same till paid. Yet said Joseph the often
requested hath never paid the same to said Abel in his Life time
or to any of his Executors since the Death of the said Abel, but neglects
to do the Damage of said Ephraim & Samuel Ten pounds

The Deft appears by Affidavit Esq^r their Att^y and the Deft. the three times publicly called to come into Court, make Default of Appearance here. Wherefore it is considered by the Court that said Ephraim and Samuel do recover against said Joseph Three pounds four shillings and eleven pence of lawful Money Damages and Costs of Court taxed at £2. 2. 8 & thereof &c.

Ex con. ist Apr 17. 1782

Elijah Tuells
vs
Baths Denio
No 186

Elijah Tuells of Middletown in the County of Hartford & State of Connecticut Cooper Esq^r Bath's Denio of Greenfield in the County of Hampshire Roman Deft in a Plea of the Case for that said Bath at said Northampton on the first day of December last past was justly indebted to the said Elijah in the sum of Ten pounds eighteen shillings & two pence lawful Money to balance his account according to the Quomb annexed to the Writ and in Consideration thereof said Bath then & there promised said Elijah to pay him the same sum on Demand. Yet said Bath the often requested hath not paid said Elijah the same or any part thereof but neglects it to the Damage of said Elijah Fifteen pounds. The Deft appears by Affidavit Esq^r his Att^y and the Deft. the three times publicly called to come into Court make Default of Appearance here. Wherefore it is considered by the Court that said Elijah do recover against said Bath Ten pounds eighteen shillings and two pence of lawful Money Damages and One pound fifteen shillings and six pence Costs of Court and thereof &c.

Ex con. ist Apr 18. 1782

Comfort Chaper
vs
Beriah Smith
No 187

Comfort Chaper of Wilbraham in the County of Hampshire Roman Deft vs Beriah Smith of the same Wilbraham Roman Deft in a Plea of the Case for that said Beriah by the Name of Beriah Smith of Partridgefield in the County of Berkshire at said Wilbraham on the tenth day of November Anno Domini 1778 by his Note for Value received promised said Comfort to pay him One hundred pounds lawful Money by the tenth day of April then next with lawful Interest for the same till paid. Also for that said Beriah at said Wilbraham on the tenth day of November aforesaid in the Year aforesaid by his other Note for Value received promised said Comfort to pay him One other sum of One hundred lawful Money by said tenth Day of April then next with lawful Interest till paid. Also for that said Beriah at said Wilbraham on the same tenth Day of said November by his other Note of that Date for Value received promised said Comfort to pay him One other sum of One hundred pounds lawful Money by the said tenth Day of April then next after the Date thereof with lawful Interest for the same till paid. Yet said Beriah the often requested hath not paid said Comfort with of said sum or any part thereof but neglects to do it to the Damage of said Comfort One hundred pounds.

The Deft appears by Affidavit Esq^r his Att^y and the Deft. the three times publicly called to come into Court make Default of Appearance here. Wherefore it is considered by the Court that said Comfort do recover against said Beriah Sixty two pounds six shillings and six pence of lawful Money Damages and Costs of Court taxed at One pound fifteen shillings and seven pence and thereof &c.

Ex con. ist April 18. 1782

Bl. 619.
Naramore
No 188

Moses Bluff of Springfield in the County of Hampshire
Esq. Plaintiff Joshua Naramore of Pittsfield in the County
of Berkshire Defendant in a Plea of Assumpsit on the Case for
that said Joshua a said Springfield on the twenty fifth day of
October in the Year of our Lord 1773. by his Note for Value recd
promised the said Moses to pay him or his Order Four pounds
eighteen shilling and seven pence lawful Money on Demand
with the for the same till paid and after wards to write on the
same 25th day of said October at said Springfield the said
Moses by his Indorsement on the Back of said Note by his own
hand subscribed thereto & signed the same Note therewith due
and unpaid to the said Moses for the Value thereof of him then
and then received and then & there ordered him the said Joshua
to pay the Contents of said Note then wholly due & unpaid to the
said Moses or Order for Value of him received of all which
he said Joshua then & there instantly had Notice and so became
liable to pay the same to said Moses and in Consideration thereof
of then & there said Joshua promised said Moses to pay him or
his Order the Contents thereof according to the Tenor thereof & of said
Indorsement. Yet said Joshua tho often requested hath not
paid said Moses the same or any penny thereof but neglects to
take Damage of said Moses Eight pounds — The Plaintiff ap-
pears in his own Person and the Deft the three Times publicly
called to come into Court make Default & appears
here — It therefore is considered by the Court that said Moses
do recover against said Joshua Seven pounds Eight shillings and
One penny of lawful Money Damages & also Costs of Court taxed at
£1. 10. 0 and thereof &c — Done at Apr 18. 1782 —

Pynchon, Dal & Co
David Day
No 189

Charles Pynchon Physician Elizabeth Dought Gentwoman
both of Springfield and Joseph Lothrop of West Springfield
Clerks all in the County of Hampshire. Plaintiffs David Day
of West Springfield a said Defendant in a Plea
that the said David owes them Sixty two pounds ten
shillings which to them he owes and from them unjustly
detains. whereupon the said Charles Joseph and Elizabeth
say that he the said David by the Name of David Day
of Springfield in the County of Hampshire & Province
of the Massachusetts Bay Town at said Springfield on the ninth day
of November in the Year of our Lord One thousand seven hundred & seventy
one by his Bond under his hand & Seal of that Date well executed & in Court
to be produced bound himself & said Charles Joseph & Elizabeth by the Names
of Charles Pynchon Physician Joseph Lothrop Clerk & Elizabeth Dought
Gentwoman all of Springfield a said Guardians to the Children
of Josias Dought Esq. late of said Springfield dead in said Sum of
Sixty two pounds ten shillings lawful Money of said Province to be paid
unto them whenever after he should be thereto required. Yet said David
tho often requested hath not paid said Charles Joseph & Elizabeth or any
of them the same Sum or any part thereof but neglects to do so to the
Damage of said Charles Joseph & Elizabeth Sixty four pounds —

The Deft appears by M^{rs} Blyp Esq^r his Att^y and the Deft the three Times called to come into Court makes Default of Appearance here Wherefore it is considered by the Court that the said Charles Joseph and Elisabeth do recover against said David Fifty pounds fifteen shillings and seven pence of lawful Money Damages and Costs of Court taxed at £11. 10 & thereof Exon^{ist} Apr 18. 1782

Williams
vs
Stiles
No 190

Elijah Williams of Granville in the County of Hampshire Tenant at Will of the same Landlord Thomas Deft in a Plea of the Case for that said Job at said Granville on the twenty eighth Day of August last past by his Note under his hand of that Date for Value received promised said Elijah to pay & deliver him twenty One bushells of Wheat or the Value thereof in Gold or Silver or good Beef by the first day of November then next ensuing, which Wheat the said Elijah says is of the Value and well worth Five pounds five shillings lawful Money in Silver or Gold, and that he hath been always ready to receive said Wheat or the Value thereof in Silver or Gold or good Beef according to the Tenor of the same Note - Yet said Job the often requested particularly on the second Day of November last at Granville aforesaid, hath never paid or delivered said Wheat or any part thereof or the Value thereof in Silver or Gold or Good Beef but neglects to do so to the Damage of said Elijah seven pounds - The Deft appears by Moses Blyp Esq^r his Att^y and the Deft the three Times publicly called to come into Court makes Default of Appearance here - Wherefore it is considered by the Court that said Elijah do recover against said Job Five pounds eight shillings and nine pence of lawful Money Damages and Costs of Court taxed at £1. 17. 6 and thereof Exon^{ist} June 10. 1782

The Breeks
vs
Enoch Chapin
No 191

George Breeks of West Springfield in the County of Hampshire Tenant at Will of Enock Chapin of Springfield in the same County Thomas Deft in a Plea of the Case for that said Enock at said Springfield on the twentieth Day of May Anno Domini 1774 by his Note for Value received promised said George to pay him or Order the Sum of Four pounds sixteen shillings and One penny lawful Money on Demand with lawful Interest for the same until paid - Yet said Enock the often requested hath not paid said George said Sum or any part thereof but neglects it to the Damage of said George Nine pounds - The Deft appears by Moses Blyp Esq^r his Att^y and the Deft the three Times publicly called to come into Court makes Default of Appearance here - Wherefore it is considered by the Court that said George do recover against said Enock Seven pounds four shillings and five pence of lawful Money Damages and Costs of Court taxed at £1. 13. 8 and thereof Exon^{ist} Apr 18. 1782

Sam^l Glover
vs
Charles Cotton
No 192

Samuel Glover of Wilbraham in the County of Hampshire Tenant at Will of Charles Cotton of Springfield in the same County Defendant in a Plea of Debt, whereupon the said Samuel declares & says that he the said Samuel before & by the Consideration of the Justices of the Superior Court of Judicature at the General Goal Delivery then so called holden at Springfield in the County of Hampshire and for the Counties of Hampshire and Berkshire on the fourth Tuesday of September in the Year of our Lord One thousand seven hundred & Eighty Nine recovered Judgment against the said Charles Cotton by the Name of Charles Cotton of Springfield Tenant for the Sum of thirteen pounds fifteen shillings and ten pence of lawful Money Damages occasioned by his not performing his certain promise to said Samuel and three pounds four shillings & five pence for his Costs and Charges by him said Samuel about his Suit in that behalf expended, which the said Charles is now

as by the Record thereof in Court to be produced manifestly appears 47,
which Judgment said Samuel says as yet remain in its full
Force not reversed annulled discharged or any ways satisfied or
paid, and at the divers Writs of Execution have been duly issued on
the same Judgment, yet no Part of the same sums have been ever paid:
in hand and the Return Day of the last of the said Writs of Execution
that long since been past and the same remains wholly unsatisfied
from whence an Action has accrued to said Samuel to have and recover
the same sums of the said Charles the requested hath not paid the same
or any part thereof but neglects it to the Damage of said Samuel
Twenty five pounds - The Plff appears by Messrs Bly & his Att^y
the Deft the three Times publicly called to come into Court makes Default
of Appearance here - Wherefore it is considered by the Court that said
Samuel do recover against said Charles Twenty Nine pounds further
Costings and five pence of Lawful Money Damages and Costs of Court
taxed at £ 2s 6d 10 - & thereof - Exec. 1st Aug^r 1782

Stebbins
vs
Denio
N^o 193

Stephen William Stebbins of Springfield in the County of Hampshire
Gentleman Plff. vs. Bath Denio of Greenfield in the same County
Defendant in a Plea of the Case for that said Bath at said
Greenfield on the twenty sixth Day of October Anno Domini 1781 by
his Note for Value received promised said Stephen to pay him or his
Order the sum of seven pounds twelve shillings & eight pence Law
ful Money in Gold or Silver on Demand with lawful Interest
until paid, yet said Bath the often requested hath not paid said
Stephen said sum or any penny thereof but neglects it to the
Damage of said Stephen Twelve pounds

The Plff appears by Messrs Bly & his Att^y and the Deft the three Times
publicly called to come into Court makes Default of Appearance here
Wherefore it is considered by the Court that the said Stephen do re-
cover against said Bath seven pounds sixteen shillings & ten
pence of Lawful Money Damages and Costs of Court taxed at £ 4s 6d
& thereof - Exec. 1st April 18. 1782

Parker
vs
McCall
N^o 194

Abel Parker of the Plantations called Numbereven in the County
of Hampshire Husbandman Plff. vs. Oliver McCall of Deerfield
in the same County Husbandman Deft in a Plea of the Case
on the Case for that the said Oliver and one Samuel McCall now de-
ceased whom the said Oliver hath survived on the twenty first day of
August Anno Domini 1777 at Deerfield aforesaid by their Note
of hand of that Date for Value received promised the said Abel to
pay him four hundred pounds Lawful Money at or before the
first Day of April then next with lawful Interest after such
manner after the said time of Payment till paid - But the
said Oliver & Samuel or either of them in the Life Time of the
said Samuel, or the said Oliver after the Death of the said Samuel have
not paid the Contents of the said Note or any part thereof to the said
Abel, altho to do it the said Oliver & Samuel in the Life Time of the said
Samuel and the said Oliver after the Death of the said Samuel were often
thereunto requested, but unjustly have neglected & refused & still neglect it to the

Damage of the said Abel four hundred pounds — The said Par-
ties now severally appear and agree to submit this Case & all Dem-
ands to the final Judgment Award & Determination of David
Simard Esq Isaac Chabon Esq and Maj Jonathan Hastings or
any two of them Judgment to be made up and given forthwith
and the Case is continued to the next Term —

Wm Watson
21
Kath^a Spear
No 125.

William Watson of Wace in the County of Hampshire & his band man
Deft v. Nathaniel Spear of Braintree in the County of the County of
der and Samuel Spear of Spencer in the County of Worcester Cordwain
er Defts in a Plea of the Case for that the said Nathaniel and Samuel et
Spencer viz at said Northampton on the 10th day of May anno Dom 1777
by their Note for Value rec^d & promised the Pl^{ff} to pay him or Order One
hundred & forty pounds lawful Money on or before the first day of
April next ensuing the Date of said Note and if not paid by the
Time then to be upon Interest from the said first day of April con
till paid ~ Yet said Nathaniel and Samuel tho often requested and
tho the said first day of April has long since past have never paid
nor hath either of them paid the aforesaid Sum or any part thereof
to the Pl^{ff} but neglects and refuse so to do to the Damage of the
said William One hundred & seventy pounds ~ The Parties sever
ly appear by their respective Council, and on the Motion of the Pl^{ff}
this Action is by the Court continued to the next Term of this Court
the third Tuesday of May next

Vol Day
Chellogg & Snow
No 190

Soel Day of Springfield in the County of Hampshire Yeoman & a Deputy
Sheriff under Eliska Porter Esq. Sheriff of said County. App^{ts} Seth
Kellogg Yeoman & Gad Dewey Yeoman both of Southwick in the County
aforesaid Defts in a Plea of the Case for that said Seth & Gad at said
Springfield on the twelfth day of November last presented their
Note for Value rec^d promised said Soel to pay & deliver him
Five hundred lawful Monies worth of Wheat Rye & Indian Corn
at the following Rates or Price, to wit. Wheat at four shillings by
the bushell Rye at three shillings & Corn at two shillings by the
bushell and to be delivered on or before the seventh day of March then
next ensuing the Date of said Note, and said Soel says he has
always been ready to receive said Wheat Rye & Corn. He said
Seth & Gad tho requested nor either of them have not delivered said
Soel the same or any part thereof or any way contented him, but
neglect & refuse so to do to the Damage of said Soel Nine hundred

The Parties severally appear & agree that this Action be continued and it is considered by the Court that the said Parties have Day here accordingly until the third Tuesday of May next.

Book 89th
Barns
No 197.

Joseph Root of Montague in the County of Ham, as well Esq. Ralph
David Barnes of Montague a foresaid Townsmen Deft in a Plea of the
Case for that said David at Montague a foresaid on the sixth Day of
January Anno Domini 1772 by his Note for Value received pro-
vidd the said Joseph Root by the Name of Joseph Root Treasurer of
Montague to pay him for the Use of this District for mending the Town of
Montague twenty six pounds six pence or shillings, or 13 Boards Shingles
or 64 Boards at the market Price by the first day of June then next ensuing
the Date of said Note, and in Case of Failure to pay the above said Sum on
Monday or before the first Day of June then next ensuing the Date of
said Note with Interest for the same Sum till paid or that said David
the Dft requested never delivered said Boards, Shingles or Clabboards.

or overpaid said Sum but neglected & refuses to do it to 118
the Damage of said Joseph Twenty pounds — The Plea
appears by John Williams Esq his Att^y and the Deft the three
Times publicly called to come into Court makes Default of Appea-
rance here — Wherefore it is considered by the Court, that the said
Joseph do recover against said David Thirteen pounds four shillings
and eight pence of lawful Money Damages and Costs of Court tax-
ed at L^{ts} 12.8 and the exp^{ts} &c. Exon^g f. Apr 17. 1782.

Warriner
Sum^y Day
No 168

Robert Warriner of Wilbraham in the County of Hampshire Gent and
Executor of the last Will of Nathaniel Warriner late of said Wilbraham
deceased Pl^{ff} v Samuel Day late of said Wilbraham Gent Deft
in a Plea of the Case for that said Samuel at said Wilbraham on
the eleventh Day of August Anno Domini 1772 by his Note under
his hand of that Date by the Name of Samuel Day Esq^r for Value
received promised said Nathaniel then living to pay him Five
Pounds six shillings & seven pence three Farthings lawful Money
on Demand with lawful Interest for the same till paid. Also for
that said Samuel at said Wilbraham on the 18th Day of Janua-
ry 1774 by his other Note under his Hand of that Date promised
the said Nathaniel then living to pay him eleven pounds lawful Mo-
ney on Demand with lawful Interest for the same till paid.
Yet said Samuel the oftner requested hath not paid said
Sums or either of them to said Nathaniel in his Life Time
or to said Nathaniel's heirs his Decease but neglected & refuses to
do it to the Damage of said Nathaniel Thirty pounds —

The Plea appears by Moses Bliff Esq his Att^y and the Deft the
three Times publicly called to come into Court makes Default of
Appearance here — Wherefore it is considered by the Court that
said Nathaniel do recover against said Samuel Twenty one pounds
thirteen shillings and eight pence of lawful Money Damages and
Costs of Court taxed at L^{ts} 14.4 & the exp^{ts} &c. Exon^g f. Apr 18. 1782

Longley
Holden
No 169

Joseph Longley of a Place called Number seven in the County of Ham-
shire Husbandman Pl^{ff} v Sawtill Holden of Shireby in the
County of Middlesex Husbandman Deft in a Plea of the Case
for that whereas the Sawtill on the 17th day of April last made
at Northampton a promise by his Note in Writing under his Hand
of that Date for Value rec^d & borrowed due Thomas Page to pay
him or his Order the Sum of Sixteen pounds eight shillings Law-
ful Money in Silver or Gold within six months from the Date of
said Note with Interest till paid and afterwards to wit on the
same 17th day of April at Northampton aforesaid the aforesaid
Sum of Money in the Note aforesaid or any part thereof being
paid by a certain Endorsement on the Note aforesaid subscribed
with the proper hand of the said Thomas Page the said Thomas Page
the aforesaid Sawtill to pay the Contents of the same Note to the aforesaid
said Joseph of which said Endorsement the same Sawtill after-
wards the same Day and Place had Notice and by Reason whereof
and by Force of the Law in such Case the said Sawtill became liable and
chargeable to pay to the said Joseph the Contents of the said Note according
to the Tenor and Effect of the same Note & Endorsement aforesaid and

the said Sawtill being so liable and chargeable as aforesaid afterwards to wit
the same Day and Year at Northampton aforesaid, promised the said Joseph
to pay him the Contents of the same Note according to the Tenor & Effect of
the same Note and Endorsements aforesaid. Yet said Sawtill the often
times requested hath not paid the Contents of said Note to said Joseph or
any part thereof but neglects to do it to the Damage of said Joseph twenty
five pounds. The Pl^y appears by Calcestrong Esq^r his Att^y &
the Dep^t the three Times publicly called to come into Court makes Def^t
and of appearance here. Wherefore it is considered by the Court
that said Joseph do recover against said Sawtill Seventeen pounds
seventeen shillings and two pence Lawful Money Damages &
Two pounds seven shillings and two pence Costs of Suit &
thereof &c. Given at Ex^r Apr 23. 1782

Leph^r Hatch
vs
Over^r Beswick
No 200

Leph^r Hatch of Worthington in the County of Hampshire
Husbandman. Vs Over^r Beswick of Chertseyfield in the
same County Gentleman. D^t in a Plea of Trespass on the
Case for that said Over^r at Chertseyfield aforesaid on the
23^d day of March Anno Domini 1780 by his Note of hand of
that Date for Value received promised the said Leph^r Hatch
to pay him the Sum of Four pounds & two shillings Lawful
Money meaning to pay the same on Demand in Silver at
Six Shillings and eight pence per ounce with Interest for
the same Sum till paid. Yet said Over^r hath not paid
the Contents of the said Note to said Leph^r Hatch or any part
thereof the often requested but neglects it to the Damage of
said Leph^r Hatch Seven pounds. The Pl^y appears by
Calcestrong Esq^r his Att^y and the Dep^t the three Times publicly
called to come into Court makes Default of appearance
here. Wherefore it is considered by the Court that said
Leph^r Hatch do recover against said Over^r Four pounds
twelve shillings Lawful Money Damages and Costs of
Court taxed at £ 1. 11. 8 & thereof &c. Ex^r at Ex^r May 25 1782

Roger Haskell
vs
Daniels & Frink
No 201

Roger Haskell of Partridgefield in the County of Berkshire the
manor of John Daniels Husbandman & Amos Frink Husband
men both of Worthington in the County of Hampshire D^t in
a Plea of Trespass on the Case for that said John & Amos at Wor
thington aforesaid on the 16th day of July last past by their Note
of that Date for Value received promised the said Roger to pay
him the Sum of twenty four pounds in Silver or Gold in three
months meaning to pay Intersubstantia after that Time untill paid.
Also for that said John & Amos at Worthington aforesaid on
the 16th Day of August last past by their Note in Writing under
their hands for Value received promised the said Roger to pay
him the Sum of twenty four pounds in Silver or Gold in
One month. Yet said John & Amos or either of them have not paid
the Contents of either of the Notes aforesaid to the said Roger or
any part of either of them the requested but unjustly neglect
to do it to the Damage of the said Roger Thirty pounds.
The Pl^y appears by Calcestrong Esq^r his Att^y and the Dep^t the three Times
publicly called to come into Court makes Default of appearance here.
Wherefore it is considered by the Court that said Roger do recover against
said John & Amos £ 22. 5. 6 Lawful Money Damages & Costs taxed at £ 1. 16.
and thereof &c. Ex^r at Ex^r May 9 1782

Shepherd
Denio
No 202

Levi Shepherd of Northampton in the County of Hamp. 49.
Shire Gentlemen & Agent on the Estate of David Caldwell late
of Greenfield in said County Physician an Absentee Plaintiff? Trade-
rick Denio of Greenfield in the same County Husband now Deft
in a Plea of the Case for that said Frederick at Northampton aforesaid
on the 19th day of June last past by his Note for Value received promi-
sed said Levi against to the Estate of said Caldwell to pay him on Order
the sum of Eight pounds sixteen shillings and three pence in
lawful Silver Money on Demand with Interest till paid. Yet said
Frederick the requested hath not paid the Contents of s^d Note to
said Levi or any part thereof, but neglects it to the Damage of
said Levi fourteen pounds. The Def^t appears by Caleb Strong Esq.
his Att^y and the Deft the three Times publicly called to come into Court
makes Default of appearance here. Wherefore it is considered
by the Court that said Levi do recover against said Frederick Nine
pounds, five shillings and five pence lawful Money & Costs of Court
taxed at £1. 8s. 2d and thereof.

Mathers Esq
Abner Mathers
No 203

Samuel Mathers of Springfield in the County of Hampshire Esq. Plaintiff
Mathers Thomas & Timothy Mathers Thomas both of Northampton in
the same County Executors of the last Will & Testament of Abner
Mathers late of said Northampton Esq. deceased on a Plea of the Case
for that said Abner at Northampton aforesaid on the first day of May Anno Domini 1773 by his Note of that Date
for Value received promised said Samuel the Testator to pay him
One pound Nine shillings & six pence lawful Money on Demand with
Interest till paid. Also for that said Abner at Northampton
aforesaid on the tenth day of July Anno Domini 1773 owing &
being justly indebted to the said Samuel the Testator in the sum of
One shilling & six pence for his then name Samuel receiving & taking
the acknowledgment of a Deed from him the said Abner to said Samuel
lands, in consideration thereof the said Abner then & there undertook
and to the said Samuel the Testator faithfully promised to pay
him the same sum and the Interest thereof on Demand. Yet
the said Abner the often thereto requested by the same Samuel in
his life time and by the said Executors after the Death of said
Samuel hath not paid the Contents of the said Note or any part
thereof or the said sum of One shilling & six pence to said Samuel
in his life time or to said Executors after the Death of the said
but neglects it to the Damage of said Samuel Eighteen shillings
six pence. The Def^t appears by Caleb Strong Esq. his Att^y and
the Deft the three Times publicly called to come into Court makes Default
of appearance here. Wherefore it is considered by the Court that the Def^t
do recover against said Abner's Executors Nine shillings & six pence
lawful Money Damages and Costs of Court taxed at £1. 6s. 6d & thereof
Exec. of June 8. 1782

Arnon Wright
In Wilson
No 204

Arnon Wright of Northampton in the County of Hampshire Plaintiff
vs John Wilson of Sunderland in the same County Defendant on a Plea
of the Case for that said John at Northampton aforesaid
on the 7th day of April Anno Domini 1774 by his Note for Value
received promised said Arnon to pay him on Order Five pounds
seven shillings and eight pence on Demand with Interest till paid

Yet said John the often requested hath not paid the Contents of said Note to said Oliver or any part thereof but neglects it to the Damage of said Oliver Fifty pounds. The Plaintiff appears by Caleb Strong Esq his Att^y and the Def^t the three Times publicly called to come into Court makes Default of Appearance here. Wherefore it is considered by the Court that said Oliver do recover against said John Seven pounds Twelve shillings and eight pence lawful Money Damages & Costs of Court taxed at £ 5. 6. 8 & thereof &c.

John Wright
vs
David Parker
No 205

Oliver Wright Esq. Mail box in the County of Essex & State of New Hampshire Plaintiff vs David Parker of Conway in the County of Hampshire Yeoman Def^t in a Plea of the Case for that said David at said Conway on the 19th day of May Anno Domini 1777 by his Note of that Date for Value received promised One John Wright to pay him or Order Forty eight pounds within three Years from the Date thereof with Interest, and then afterwards on the same Day the said John by his Indorsement under his hand upon the same Note by him subscribed for Value rec^d ordered the Contents thereof then due and unpaid to be paid to the Pl^{ff} whereof the said David three afterwards on the same Day had Notice from the Pl^{ff} and became chargeable to pay the Contents of said Note to the Pl^{ff} within the Term aforesaid and accordingly promised the Pl^{ff} so to do. Yet the said David the requested hath never paid said Sum or Interest but refuses so to do to the Damage of said Oliver Fifty pounds. The Plaintiff appears by Caleb Strong Esq his Att^y and the Def^t the three Times publicly called to come into Court makes Default of Appearance here. Wherefore it is considered by the Court that said Oliver do recover against said David Twenty five pounds twelve shillings and eight pence lawful Money Damages & Costs of Court taxed at £ 16. 8. & thereof &c.

Martha Clark
vs
Sam^l Wells
No 206

Martha Clark of Northampton in the County of Hampshire Wid^d Pl^{ff} vs Samuel Wells of Conway in the County aforesaid Husbandman Def^t in a Plea of Trespass on the Case for that said Samuel at Northampton aforesaid on the 8th day of August last past by his Note for Value received promised said Martha to pay her or Order One hundred & thirty eight pounds fifteen shillings in Silver Money on Demand with Interest for the same till paid from the seven next day of June then last past. Yet said Samuel the often requested hath not paid the Contents of the said Note to the said Martha or any part thereof but neglects to do it to the Damage of said Martha One hundred & sixty pounds. The Plaintiff appears by Caleb Strong Esq his Att^y and the Def^t the three Times publicly called to come into Court. makes Default of Appearance here. Wherefore it is considered by the Court that said Martha do recover against said Samuel One hundred forty five pounds thirteen shillings and seven pence lawful Money Damages & Costs of Court taxed at £ 15. 8 & thereof &c.

Bebee
vs
Morse
No 207

Abner Bebee of Partridgefield in the County of Berkshire Husbandman Pl^{ff} vs Moses Morse of Worthington in the County of Hampshire Physician Def^t in a Plea of Trespass on the Case for that the said Moses at Partridgefield to wit at Northampton aforesaid on the tenth Day of May Anno Domini 1776 by his Note of hand

of that Debt for Value received, promised the said Abner to pay 50
hundred pounds lawful Money with lawful Interest to be
paid in One Year from the Date of said Note. Yet said Mr Justice
often requested hath not paid the Contents of the said Note to the
said Abner on any part thereof but unjustly neglects it to the Dam-
age of said Abner Fifty five pounds. The Plea appears by Caleb
Strong Junr Esq his Att^y and the Deft the three Times publicly
called to come into Court makes Default of Appearance here
Wherefore it is considered by the Court that Abner do recover against
said Moses Forty three pounds One shilling and here hence lawful
Money Damages and Costs of Court taxed at £1. 14. 4. 8. thereof
Exoniff^o June 10th 1782

David White
vs
Nathan Parson
No 208

David White of Hadley in the County of Hampshire Gent & One of
the Under Sheriffs under Shisha Porter Esq Sheriff of the same
County Plea^r Nathan Parson in of Belchertown in the
same County Gentleman Deft in a Plea of Trespass on the
Case for that said Nathan at Belchertown aforesaid on the
10th day of November Anno Dom. 1781. by his Note for Value
received promised said Daniel to pay him the sum of
eight pounds Seven shillings & eleven pence to be paid in
meat & Cattle at the Market Price or at the Appraisal of indiffe-
rent Men on Demand. Yet said Nathan tho requested hath
never paid said sum or ever delivered said Cattle but
neglects to do it to the Damage of said Daniel Five pounds
The Plea appears by John C. Williams Esq his Att^y and the
Deft the three Times publicly called to come into Court makes
Default of Appearance here. Wherefore it is considered by
the Court that said Daniel do recover against said Nathan
Three pounds Six shillings and eleven pence lawful Money
Damages and Costs of Court taxed at £1. 8. 2. 8. thereof
Exoniff^o Oct. 1st 1782

David Esq
vs
Phillips
No 209.

David Field of Duxfield in the County of Hampshire Esq. Plea^r
vs Elisha Phillips of Windsor in the County of Berkshire Gent & Under Sheriff
Deft in a Plea of the Case for that said Elisha at Duxfield aforesaid
on the third Day of May Anno Dom. 1774 by his Note for Value
received promised said David to pay him or Order Five pounds
eight shillings and ten pence on Demand with Interest for
the same till paid. Yet said Elisha tho requested hath
never paid said sum but neglects it to the Damage of the
said David Ten pounds. The Plea appears by J. C. Williams Esq
his Att^y and the Deft the three Times publicly called to come into
Court makes Default of Appearance here. Wherefore
it is considered by the Court that said David do recover against said
Elisha Eight pounds & Six pence of lawful Money Damages &
Costs of Court taxed at £1. 13. 4. thereof Exoniff^o June 10th 1782

Alexander
11
Smith
No 210

Daniel Alexander of Northampton in the County of Hampshire
Thomas Phipps Nathaniel Smith of Williams town in the County
of Berkshire Gentlemen Deft in a Plea of Trespass on the Case
for that said Nathan a Merchant of Northampton aforesaid on the twenty
eighth Day of September Anno Domini 1775 by his Note for Value
received promised said Daniel to pay him twelve pounds three
shillings & seven pence lawful Money to be paid on next Candle
One Year from the Date of said Note with lawful Interest for the
same till paid - Yet said Nathan tho often requested hath
never paid said Sum or ever fulfilled his Promise aforesaid
but neglects it to the Damage of said Daniel Twenty pounds
The Plff appears by J C Williams Esq his Att^y and the Deft the three
Times he hath called to come into Court makes Default of appear-
ance here - Wherefore it is considered by the Court that the said Daniel
do recover against said Nathan sixteen pounds five shillings & nine
pence of lawful Money Damages and Costs of Court taxed at £1. 13. 0
and thereof &c
Exoniff^o Sep^r 2^a 1782

Dickinson
11
Hill
No 211

Thomas Hill Dickinson of Deerfield in the County of Hampshire Gent
Plff^r William Hill & Zebadiah Hill both of Montague in the same
County Defendants Deft in a Plea of the Case for that said William
& Zebadiah a Merchant of Montague aforesaid on the second Day of October last past
by their Note for Value received promised said Thomas to pay him twenty
eight pounds & seven shillings on Demand with Interest from
the Date - Yet said William & Zebadiah notwithstanding the requests
have not paid the whole Content of said Note to said Thomas but
neglect to do it to the Damage of said Thomas Twenty two pounds
The Plff appears by J C Williams Esq his Att^y and the said Zebadiah
upon whom only service hath been made the three Times he hath
called to come into Court makes Default of appearance here
Wherefore it is considered by the Court that said Thomas do recover
against said Zebadiah Eighteen pounds twelve shillings & four pence
lawful Money Damages & Costs of Court taxed at £1. 13. 3 & thereof &c
Exoniff^o May 6. 1782

Hubbard &c
11
Bolwood &c
No 212

Israel Hubbard of Leverett in the County of Hampshire Thomas Executor
of the Last Will & Testament of Joseph Hubbard of Leverett aforesaid
Appellants v Mary Bolwood Widow & Ben^t Bolwood
Gent both of Amherst in the same County Executors of the Last Will
& Testament of Solomon Bolwood late of said Amherst deceased
Appellees from the Judgment of John Charles Williams Esq at
a Trial before him at Hadley on the twentieth Day of January Anno
Domini 1782 and where the said Mary & Benjamin were Plff^s
and the said Israel was Deft in a Plea of the Case for that the
said Joseph in his Life Time at Amherst in the County aforesaid
on the 20th day of August 1772 by his Note of Hand of that Date for
Value received promised said Solomon to pay him on Order Thirty two
shillings on Demand with Interest - Yet said Joseph tho requested while
living never paid said Sum to said Solomon while living nor
did he direct his Executor to the Executors of said Solomon and his Decease
have paid the same but neglects it to the Damage of said Mary & Benjamin
Forty shillings - At which Trial Judgment was rendered by Justice

that said Mary & Ebenezer do recover against said Israel for 51
 shillings of lawful Money Damages and Costs of Court taxed
 at twelve shillings and eight pence - from which Judgment the
 said Israel appealed to this Court & - and now at this Time
 the said Israel makes Default of Appearance here to prosecute his said
 Appeal, and the said Mary & Ebenezer now here in Court pray Affir-
 mation of the former Judgment with additional Costs & -
 And it is considered by the Court that said Mary & Ebenezer do rec-
 over against said Israel Two pounds & seven pence of lawful Money
 Damages and Costs of Court taxed at £ 1. 10. 10 & thereof & -

Exon if. Oct. 17. 1782

Healy
 &
 Wells & Allen
 No 213.

Benjamin Healy of Greenfield in the County of Hampshire
 Plaintiff vs Ebenezer Wells & David Allen Healy
 both of the same Greenfield Defendants in a Plea of Trespass on the
 Case for that said Ebenezer & David at Greenfield aforesaid
 on the third Day of April Anno Domini 1781 by their Note for
 Value received promised said Benjamin to pay him twenty
 four pounds lawful Money on Demand with lawful In-
 terest for the same Sum till paid - Yet said Ebenezer and
 David nor either of them the often requested have ever paid
 said Sum but neglect it to the Damage of said Benjamin
 Thirty pounds - The Plea appears by J. C. Williams Esq.
 his Att^y and the Def^t the three Times publicly called to come
 into Court make Default of Appearance here - Where-
 fore it is considered by the Court that said Benjamin do
 recover against said Ebenezer and David Twenty five
 pounds & three shillings lawful Money Damages and
 Costs of Court taxed at £ 1. 15. 10 and thereof & -

Exon if. June 8. 1782

Dickinson vs
 &
 Gilmore
 No 204

David Dickinson of Deerfield in the County of Hampshire Esq.
 Plaintiff vs James Gilmore of Conway in the same County Gent.
 Def^t in a Plea of Trespass on the Case for that said James at
 Deerfield aforesaid on the 22^d day of November Anno Do-
 mini 1781 by his Note for Value rec^d promised the said
 David to pay him or Order Thirty Nine pounds seven shillings
 and ten pence in Silver or Gold on Demand with Interest
 for the same till paid - Yet said James the often req-
 uested hath never paid said Sum but neglects it to
 the Damage of said David Forty three pounds - The
 Plea appears by J. C. Williams Esq. his Att^y and the Def^t the
 three Times publicly called to come into Court make De-
 fault of Appearance here - Wherefore it is con-
 sidered by the Court that said David do recover against
 said James Forty pounds seven shillings & four pence
 lawful Money Damages and Costs of Court taxed at
 £ 1. 12. 3 and thereof & -

Exon if. June 7. 1782

Thompson
vs
Nash
No 215

William Thompson of Northfield in the County of Hampshire His
bondsmen Plff vs Simon Nash of Bernardston in the same County
Def in a Plea of the Case for that Simon
on the 28th day of May last past by his Note for Value received promised
said William to pay him Fifteen pounds fifteen shillings and
seven pence in Silver Money on or before the first Day of September
then next with Interest from the Date of said Note. Yet said Simon
tho often requested hath not paid the Contents of said Note to
William but neglects it to the Damage of said William Eighteen
pounds. The Plff appears by Caleb Strong Esq his Att. and the
Deft the three Times publicly called to come into Court makes De-
fault of appearance here. Wherefore it is considered by the Court that
said William do recover against said Simon Thirteen pounds
Twelve shillings and three pence of lawful Money Damages &
Costs of Court taxed at £1.17.0 and thereof &c

Terry

Davis & Rogers
vs
No 216

Isaac Terry of Northfield in the County of Hartford & State of Connecti-
cut Plaintiff Plff vs Nathan Davis of Ware in the County of
Hampshire & Jonathan Rogers of Bernardston in the same
County Defendants Defs in a Plea that they render him Forty
pounds which to him they owe and from him unjustly detain
and return the said Isaac saith that the said Nathan & Jona-
than by the Name of Nathan Davis & Jonathan Rogers both of Ware
in said County on the 6th day of February Anno Domini 1781 by
their Bond under their hands & seals of that Date (ready in Court
to be produced will appear) acknowledged themselves holders and
to stand firmly bound and obliged unto Elisha Porter Sheriff
of the County of Hampshire in the aforesaid sum of Forty pounds
lawful Money to be paid unto Elisha Porter his Successors or Assigns
on Demand, which Bond the said Elisha Porter by his Writing on
the Back of said Note with his own proper hand subscribed on the
sixth Day of January Instant assigned over said Bond to said
Isaac, by Means whereof and by Force of the Statute in such
cases made & provided Right accrues to said Isaac to have &
demand of the said Nathan and Jonathan the aforesaid sum
of Forty pounds. Yet said Nathan & Jonathan tho requested
have ever paid said sum or any part thereof but neglect it to
the Damage of said Isaac Forty pounds. The Plff appears by
C. Williams Esq his Att. and the Deft to with the said Jonathan if on whom
only service hath been made the three Times publicly called to come
into Court makes default of appearance here. Wherefore it is consid-
ered by the Court that said Isaac do recover against said Jonathan
Twenty pounds Ten shillings of lawful Money Damages & Costs
of Court taxed at £1.15.0 and thereof &c

Bascom
vs
Cutter
No 217

Thomas Bascom of Amherst in the County of Hampshire Plaintiff
Plff vs Abraham Cutter of Leverett in the same County Defendant
Def in a Plea of the Case for that said Abraham at Amherst
aforesaid on the 5th day of May Anno Domini 1785 by his Note
for Value received promised said Thomas to pay him three pounds
lawful Money with Interest on Demand for the same sum till
paid. Yet said Abraham tho often requested hath never paid said
sum or ever fulfilled his promise aforesaid but neglects it to the
Damage of said Thomas Seven pounds. The Plff appears by John B.

Williams Esq his Att^y and the De^{ft} the three Times publicly 52
called to come into Court makes Default of Appearance
here - Wherefore it is considered by the Court that said Tho
mas do recover against s^d Abraham Four pounds five
shillings and one penny lawful Money Damages & Costs
of Court taxed at £ 1. 8. 11 & thereof &c

Exon^{ist} June 7. 1782

Newell

Baker

N^o 218

Oliver Newell of Colrain in the County of Hampshire Plaintiff
vs Daniel Baker Esq^r and Moses Everard Esq^r both of Mon
tague in the County aforesaid Depts in a Plea of the Case for
that said Daniel & Moses at s^d Montague on the 29th day of
May last by their Note for Value received promised said
Oliver to pay him thirty five pounds & nine shillings in
hand Money at or before the first day of August then next
Y^t said Daniel & Moses have not, the often requested, nor
either of them ever paid the Contents of said Note to said
Oliver, but wholly neglect to do it to the Damage of said Oliver
Forty pounds. The Pl^{ff} appears by J^{es} Williams Esq^r his Att^y
to wit: said Daniel, Esq^r & Moses Esq^r & the Depts the three Times publicly called to come into Court
makes Default of Appearance here - Wherefore it
is considered by the Court that said Oliver do recover against s^d
Daniel Thirty six pounds seventeen shillings & four pence of lawful
Money Damages and Costs of Court taxed at £ 1. 15. 10 & thereof &c

Exon^{ist} April 7. 1782

Dickinson

Wait

N^o 219

David Dickinson of Deerfield in the County of Hampshire
Esq^r Pl^{ff} vs Seth Wait of Deerfield in the same County
Yeoman Depts in a Plea of Trespass on the Case for that
said Seth at Deerfield aforesaid on the 28th day of May
Ann^d Domin^{is} 1780 by his Note for Value received promised
said David to pay him on Order on Demand Forty three pounds
twelve shillings lawful Money with Interest for the same Sum
till paid - Y^t the said Seth the often requested hath never
paid said Sum but unjustly neglects it to the Damage
of the said David Fifty pounds. The Pl^{ff} appears
by J^{es} Williams Esq^r his Att^y and the Depts the three Times pub
licly called to come into Court makes Default of Appearance
here - Wherefore it is considered by the Court that said David
do recover against said Seth Forty seven pounds two shillings
& eleven pence of lawful Money Damages & Costs of Court
taxed at £ 1. 13. 3 & thereof &c Exon^{ist} June 7. 1782

Idem

Daniel Nims

N^o 220

David Dickinson of Deerfield in the County of Hampshire
Esq^r Pl^{ff} vs Daniel Nims of Chelburne in the same County Yeoman
Depts in a Plea of Trespass on the Case for that said Daniel at
Deerfield aforesaid on the Second Day of January Instant by
his Note for Value received promised said David to pay him on
Order Six pounds fifteen shillings & eleven pence in Silver or Gold
on Demand with the lawful Interest for the same Sum till paid Y^t said
Daniel the often requested, hath never paid said Sum but neglects it to the
Damage of said David Eight pounds - The Pl^{ff} appears by J^{es} Williams Esq^r

and the Def^t the three times publicly called to come into Court makes De-
fault of Appearance here. — Wherefore it is considered by the Court
that said David do recover against said Daniel the p^{ro}vids eighteen
shillings and three pence of lawful Money Damages & Costs of Court
taxed at £ 1. 13. 4 & there of &c. — Exon^{ist} June 7. 1782

Dickinson Esq^r v. John Workman of Cotnam in the same County Thomas Deft^r in a Plea of Trespass on the Case for that said John at Deerfield aforesaid on
the fourth Day of October Anno Domini 1779 by his Note for Value received
promised the said David to pay him or Order One hundred & fifty pounds
lawful Money in Five days with lawful Interest for the same sum
till paid. Yet said John the often requested hath not paid said
sum but neglects it to the Damage of said David Twenty pounds
The Pl^{ff} appears by J^c Williams Esq^r his Att^y and the Def^t the three
times publicly called to come into Court makes Default of Ap-
pearance here. — Wherefore it is considered by the Court that
said David do recover against said John Eight pounds Nine
shillings & three pence half penny lawful Money Damages &
Costs of Court taxed at £ 1. 13. 9 & there of &c. —
Exon^{ist} June 7. 1782

Idem v. Aaron Pratt of the same Deerfield Thomas Deft^r in a Plea
of Trespass on the Case for that said Aaron at Deerfield aforesaid on
the 14th day of November Anno Domini 1781. by his Note for Value received
promised said David to pay him or Order Five pounds twelve shil-
lings silver Money on Demand with Interest for the same sum till
paid. Yet said Aaron the requested hath never paid said sum
but neglects it to the Damage of said David seven pounds
The Pl^{ff} appears by J^c Williams Esq^r his Att^y and the Def^t the three
times publicly called to come into Court makes Default of Ap-
pearance here. — Wherefore it is considered by the Court that said Da-
vid do recover against said Aaron Three pounds fourteen shil-
lings and nine pence of lawful Money Damages & Costs of Court
taxed at £ 1. 11. 7 & there of &c. — Exon^{ist} June 7. 1782

Idem v. Joseph Cather of Conway in the same County Thomas Deft^r in a Plea
of Trespass on the Case for that said Joseph at Deerfield
aforesaid on the 18th day of November Anno Domini 1781. by his Note
for Value received promised said David to pay him or Order Sixteen
pounds six shillings & seven pence parting in Silver & Gold on Demand
with lawful Interest. Yet said Joseph the requested hath never paid
said sum but neglects it to the Damage of said David Eight-
teen pounds — The Pl^{ff} appears by J^c Williams Esq^r his Att^y
and the Def^t the three times publicly called to come into Court
makes Default of Appearance here. — Wherefore it is consid-
ered by the Court that said David do recover against said Joseph
sixteen pounds fourteen shillings & nine pence of lawful Money Dam-
ages and Costs of Court taxed at £ 1. 12. 7 & there of &c. —
Exon^{ist} June 7. 1782

Dickinson Esq
Ann^e Clark
No 224

David Dickinson of Deerfield in the County of Hampshire Esq 53
Plff^t v Samuel Clark of Ashford in the same County Tenant Left
in a Plea of Culpability on the Case for that said Samuel at Deerfield
aforesaid on the 8th day of December Anno Domini 1781. by his Note for Value
received promised said David to pay him on Order Sixteen pounds
twelve shillings & four pence in Silver Gold or money on Demand
with lawful Interest meaning lawful Interest for the same till paid. Yet
said Samuel the requested hath never paid said sum but neglects
it to the Damage of said David Nineteen pounds

The Plff appears by J^c Williams Esq his Att^y and the Def^t the three
Times publicly called to come into Court make Default of Appearance
here. Wherefore it is considered by the Court that said David
do recover against said Samuel Sixteen pounds eight shillings & four pence
of lawful money Damages & Costs of Court taxed
at L^{ts} 19 8 and three p^{ts} Exon^{ist} June 7. 1782

Idem
Barnes Esq
No 225

David Dickinson of Deerfield in the County of Hampshire Esq
Plff^t v William Barnes Esq of W^hampton in the same County
Tenant Left in a Plea of Culpability on the Case for that said William
at Deerfield aforesaid on the 8th day of November Anno Domini
1771. by his Note for Value received promised said David to pay
him on Order One pound, four shillings & four pence lawful
Money on Demand with lawful Interest for the same till paid
Yet said William the often requested hath not paid said sum
to said David but neglects it to the Damage of said David
Three pounds. The Plff appears by J^c Williams Esq his Att^y
and the Def^t the three Times publicly called to come into Court
make Default of Appearance here. Wherefore it is considered by the
Court that said David do recover against said William Two pounds
eight shillings & four pence of lawful money Damages & Costs of Court
taxed at L^{ts} 10 7 & three p^{ts} Exon^{ist} June 7. 1782

Idem
Barnes Esq
No 226

David Dickinson of Deerfield in the County of Hampshire Esq
Plff^t v Charles Wells of Greenfield in the same County Tenant Left in a Plea
of Culpability on the Case for that said Charles at Deerfield aforesaid on the
11th day of January Anno Domini 1774 by his Note for Value received
promised said David to pay him on Order two pounds nine
shillings & four pence one farthing on Demand with Interest for
the same till paid Yet said Charles the requested hath never
paid said sum but neglects to do it to the Damage of said
David Six pounds. The Plff appears by J^c Williams Esq
his Att^y and the Def^t the three Times publicly called to come into
Court make Default of Appearance here. Wherefore it is considered
by the Court that said David do recover against said Charles
of lawful money Damages & Costs of Court taxed at L^{ts} 13 3 & three p^{ts}

Porter Esq
v
Perkins & al
No 228.

Esq. Porter of Haver in the County of Hampshire Esq. Judge of Probate of Wills &c. within said County. Pet. Nathan Perkins & al. Norman Martin Kellogg Hornum & al. Adams Hornum all of them heretofore in the County aforesaid left in a Plea that said Nathan Martin & al. render to him as Judge of the Probate of Wills &c. the Sum of Five hundred pound &c. The said Parties now several ly appear by Counsel, and the Pet. moves that this Action be continued to the next Term the Pet. consenting thereto. And it is therefore considered by the Court that the said Parties have Day here according by until the third Tuesday of August next &c.

Adm. on Estate
of Eliza Benjamin
Pet. for Sale of
Real Estate &c.
No 229.

Nathan Leonard Administrator on the Estate of Eliza Benjamin late of Wootton Bassett in the County of Hampshire dec'd Intestate humbly shews that the personal Estate of said Deceased is insufficient to discharge the Debts due from said Deceased at the Time of his Decease with the Costs of Administration &c. as by Certificate from the Office of Registry of Probate of Wills &c. for said County, will appear. He therefore prays he may be allowed to make Sale of so much of the Real Estate as to enable him to discharge said Debts with Additional Costs &c. And thereupon it is by the Court considered that said Administrator may make Sale of so much of the Real Estate of said Deceased as will produce the Sum of Sixty pounds Lawfull Money, he observing the Directions of the Law touching such Sale.

Adm. on Estate
of Larkin Williams
and Pet. for Sale
of Real Estate &c.
No 230.

Stephen Leonard Adm. on Estate of Larkin Williams late of Murrayfield in the County of Hampshire deceased Intestate humbly shews that the personal Estate of said Deceased is insufficient to discharge the Sum of Eighty three pounds fifteen Shillings & two pence to discharge the Debts due from said Deceased. Administrators Account allowed &c. he therefore prays Liberty to sell so much of said Deceased's Real Estate as to enable him to discharge said Debt, with Costs of Sale &c.

Whereupon it is considered by the Court that said Administrator may sell so much of the Real Estate of said Deceased as shall produce the Sum of Eighty six pounds, he duly observing the Directions of the Law relating to such Sales.

Adm. on Estate
of Susan Moody
Pet. for Sale of
Real Estate &c.
No 231.

Martha Moody Adm. on the Estate of Susan Moody late of Sudbury in said County dec'd Intestate, humbly shews that said Estate of said Deceased is insolvent and insufficient to discharge the Debts due from said Deceased, as by Certificate from the Office of Registry of Probate of Wills &c. will appear. And he prays she may have Liberty to sell the whole of said Deceased's Real Estate to enable her to pay the proper Proportion to each Creditor on said Estate. And by the Court it is ordered that said Adm. may make Sale of the whole Real Estate of said Deceased for the purposes in said Petition mentioned, she observing the Directions of the Law touching such Sales &c.

Adm. on Estate
of Rebecca Hutchinson
Pet. for Sale of
Real Estate &c.
No 232.

Rebecca Hutchinson Adm. on the Estate of Benjamin Hutchinson late of Wiltshire in the County of Hampshire deceased Intestate humbly shews that the personal Estate of said Deceased is insufficient to discharge the Debts due from said Deceased the Adm. Account allowed &c. the Debts &c.

issuing the personal Estate the Sum of Forty seven pounds fourteen 54
Shillings & four pence, and that there is due on said Debt to the
several Creditors of said Estate a further Sum of twenty pounds, two
Shillings for Interest Money since the Decease of said Intestate —
She therefore prays she may be allowed to make Sale of so much of
the Real Estate of said Deceased as to enable her to discharge said
Debt & Interest which has arisen with Costs of Sale &c
and it is considered by the Court that said Com^t. may sell
so much of the Real Estate of said Deceased as will produce
the Sum of Seventy pounds lawful Money. She observing
the Directions of the Law touching such Sale

Granger
v
Polley
No 233

Robert Granger of Suffield in the County of Hartford &
State of Connecticut Plaintiff vs Amasa Polley late
of Springfield in the County of Hampshire Defendant
in a Plea of the Case for that said Amasa at Suffield Vis in
Northampton aforesaid on the twenty second Day of June Anno
Domini 1778 by his Note for Value received promised the Pl^{ff}
to pay him Forty One pounds on Demand with Interest
for the same till paid — Yet said Amasa tho often requested
has never paid said Sum but neg lects it to the Da
mage of said Robert Fifteen pounds — The Pl^{ff}
appears by Justice Ely Esq his Att^y and the Def^t the three
Times publicly called to come into Court on a Subpoena
and of appearance here — Wherefore it is considered by
the Court that said Robert do recover against said
Amasa Twelve pounds twelve shillings & four pence
lawful Money Damages & Costs of Court taxed at
£1. 15. 0 & the cost &c Exon if Apr 23. 1782.

The foregoing Judgments & Orders being made & entered
up in the manner as aforesaid and the Court was ad
journed without Day

Attest Rob Breck Ch^r

May Term

Commonwealth of Massachusetts

55

1782

Hampshire Co. At the Inferior Court of Common Pleas holden at Springfield in and for the County of Hampshire on the third Tuesday of May being the 21st Day of said Month & from Day to Day to the 25th day of said Month Anno Domini 1782—

Justices of the said Court present

Timothy Danielson Esq^r

Charles Porter Esq^r

John Bliss Esq^r

Samuel Hather Esq^r

In Case Franklin & Hendrick
vs Tho. Dwight de Tal^r on —

In Case Sprague & Douglas
vs Sam^l Lamb de Tal^r on —

Continued Cases —

— Jury of Trials —

Samuel Tisk Mireck Jurⁿ Wil

Samuel Shing No

Job Stiles Jurⁿ Fran

Josiah Smith absent Sted

Eleazer Stebbins Spr

Gideon Colton d^o

Aaron Ashley abt^r W Spr

Joseph Mireck Jurⁿ Bel

Beny^a Trask Pal

Anthony Kadhams Jurⁿ St Br

Samuel Trench Mur

Samuel Sherman abt^r Br

Joseph Root West

Phiny Moreley d^o

Orcutt

vs Mark Rocker

Simon Orcutt of Stafford in the County of Hartford & State of Connecticut vs Simon Papp & Samuel May Whorters of Palmer in the County of Hampshire Debtors in a Plea of Trespas on the Case as is at large of Record here to fore, the Parties now severally appear and agree that this Action be continued without costs to the next Term and it is accordingly considered by the Court that the said Parties have Day here accordingly untill the last Tuesday of August next

Warner

vs Mary Locke Widow & John Powers

Jonathan Warner of Hadley in the County of Hampshire vs Mary Locke Widow & John Powers Jurⁿ both of Tauntesbury in the County of Hampshire Debtors in a Plea of the Case as is at large of Record at a former Term the said Parties now severally appear & agree that this Action be continued to the next Term, and it is considered by the Court that they accordingly have Day here untill the last Tuesday of August next

Weeks

vs Woodbridge

Thomas Weeks of Goshen in the County of Hampshire vs John Woodbridge of South Hadley in the same County Debtors in a Plea as is at large of Record here to fore, the said Parties now severally appear, and on the motion of the Plaintiff it is considered by the Court that the said Parties have Day here untill the last Tuesday of August next

Wolver
as
Grath & Drake

Abner Grath of Southwick in the County of Hampshire Plaintiff
vs
Isabel Drake of Kings District in the County of Albany & State of
New York Defendant in a Plea of the Case as is at large of Record
hitherto, and now at this Time the Plea appears by John Phelps Gent
his Att^y and the Def^t to wit the said Isabel Drake on whom only
Service is made the three Times publicly called to come into Court
makes Default of Appearance here - Wherefore it is considered
by the Court that said Abner do recover against said Isabel
One hundred & two pounds Nine shillings & two pence lawful
Money Damages and Costs of Court taxed at £ 3. 4. 10 & there of
Expenses June 10. 1782 -

Scott & Wpor
as
Belding & Co^{rs}

David Scott of Haverhill in the County of Hampshire Plaintiff
vs
his Wife Phelps & Samuel Belding late of Hatfield in the same
County Defendant in the Past Will & Testament of Reuben
Belding late of said Hatfield deceased Def^t in a Plea of the Case
as is of Record hitherto - The said Parties now lawfully
appear, and the Referees appointed at the last Term to determine this
Case with all Demands & Controversies between the said Parties
now bring into Court their Award as follows - We the Subscribers
appointed Referees & having attended the Service & fully heard the
Parties for two days & maturely considered all their Demands and
Allegations relative to the Estate of Reuben Belding deceased of whose
last Will & Testament Samuel Belding above named is Executor made
by either Party, and we do adjudge award & determine that the
said Samuel Belding pay as Executor as aforesaid to David
Scott the Sum of One hundred & fourteen pounds Eleven shill
ings and one penny Silver Money which includes the Debt due
and Charges of the Referee only - And we are of Opinion upon
the opening the Affairs with Submission to the Hon^{ble} Court that
some suitable Time be allowed to said Samuel before Execution
be issued - May 20. 1782. O^r Partridge David Smead O^r Smith
which Award is by the Court accepted and it is ordered that this Case
be continued to the next Term the last Tuesday of August next -

Warner
as
Warner

Elisha Warner of Belchertown in the County of Hampshire Plaintiff
vs
William Warner of Greenwich in the same County Defendant in a Plea of the Case as is at large of Record hitherto -

The said Elisha now appears and prays Judgment, and it is con
sidered by the Court that said Elisha do recover against said William
Nine hundred pounds three shillings and five pence lawful Money
Damages and Costs of Court taxed at £ 11. 11. 3 & there of
Expenses May 25. 1782 -

Symon
as
Bostwick

William Symon of Northampton in the County of Hampshire
Gent. Plaintiff vs
Andrew Bostwick of Great Barrington in the County
of Berkshire Defendant in a Plea of the Case as is at large of Record hitherto -
The Plea appears by Mr Chamberlain Williams Gent his Att^y and the
Def^t the three Times publicly called to come into Court makes Default
of Appearance here - Wherefore it is considered by the Court that said
William do recover against said Andrew One hundred twenty seven
pounds three shillings and nine pence lawful Money Damages & Costs of
Court taxed at £ 2. 6. 0 & there of Expenses May 25. 1782 -

Penfield
11
Tutahmson

Daniel Penfield of Framville in the County of Hampshire Plaintiff
vs
Paul Hutchins of Pittsfield in the County of Berkshire
Defendant
in a Plea of the Case as is at large of Record at the last
Term. The Plaintiff now appears by John Chandler Williams Esq his Att^y
and the Def^t the three Times publicly called to come into Court makes
Default of Appearance here. Wherefore it is considered by the Court
that said Daniel do recover against said Paul six pounds & three shil-
lings of lawful Money Damages and Costs of Court taxed at £2.10.0
and thereof &c. Exon^y if May 25. 1782

Olds
11
Belling

Ebenezer Olds of Egremont in the County of Berkshire Husbandman
vs
Benjamin Belling Esq of Belchertown in the County of
Hampshire Husbandman Defendant in a Plea of the Case as is of Record
at the last Term. The Plaintiff appears by Theodore Sedgwick Esq his Att^y
and the Def^t the three Times publicly called to come into Court makes
Default of Appearance here. Wherefore it is considered by the
Court that said Ebenezer do recover against said Benjamin sixteen
pounds eighteen shillings lawful Money Damages & Costs of Court
taxed at £3.4.4 & thereof &c. Exon^y if May 5. 1782

Dwight
11
French

Jonathan Dwight of Springfield in the County of Hampshire Plaintiff
vs
John French of Monticourt in the same County Defendant
in a Plea &c. as is at large of Record hitherto. The Plaintiff now
appears by Samuel Fowler Esq his Att^y and prays the Judgment of
this Court and it is considered by the Court that said Jonathan
do recover against said John Twenty five pounds One shilling and
seven pence of lawful Money Damages and Costs of Court tax-
ed at £1.11.0 and thereof &c. Exon^y if May 25. 1782

Fowler
11
Campbell

Abner Fowler of Southwick in the County of Hampshire Plaintiff
vs
John Campbell of Southwick a Juorid Esq Defendant in a Plea &c. as is at
large of Record hitherto. The said Parties now severally appear &
the References chosen at the former Term by the said Parties now bring
into Court their Award in Form following - That is to say -
We the Undersigned being appointed &c. Having duly notified the Par-
ties who appeared with their Allegations & Proofs on the 19th & 20th of
April current and having duly considered the same do judge and
award & determine that the said Abner Fowler take Nothing by his
Suit, but that he the said Abner pay to said John three shillings
and four pence that he the said Abner owe him & the Costs of this
Reference being £1.5.9 and the Costs of Court & that the said
John recover the same of the said Abner & that this our Award be
a final Settlement of all Demands between the Parties then
making David Morely, Benjamin - which said Award was
accepted and it is considered by the Court that said John do
recover against said Abner Three shillings & four pence lawful
Money Debt and Costs of Court together with the Costs of Refer-
ence taxed at £2.5.11 and thereof &c. 17th of May 1782

Loomis
Lee

Luther Loomis of Suffield in the County of Hartford & State of
Connecticut Plaintiff John Lee Junr. otherwise called John
Lee of Suffield in the County of Hampshire Defendant in a Plea
of Trespass on the Case as is at large of Record heretofore. The Plf
appears by Joseph Clark Gent his Att^y and the Def^t the three Times
publicly called to come into Court makes Default of appearance here
Wherefore it is considered by the Court that said Luth^r do recover against
said John Five pounds seven shillings & 4^d - lawful Money Dam-
ages and Costs of Court taxed at £ 2-5-8 & thereof 8^d

Denio & Dr^r
Toske

David Wells & Batholomew Denio Ex^{rs} of the last Will & of Baron Denio Deid
Plf^s & Ezekiel Toske Jr. Def^t in a Plea of Trespass on the Case
The said Executors being now three Times called are Nonsuit and
the Def^t is defaulted & the Action is dismissed

Bragdon
Sykes

James Bragdon of Boston in the County of Suffolk Esq^r Plf^r
Jonathan Sykes of Woburn in the County of Hampshire Labourer Def^t
in a Plea of the Case & as is at large of Record heretofore. The
Plf appears by Homer Morgan Esq^r his Att^y and the Def^t the three
Times publicly called to come into Court makes Default of appear-
ance here. Wherefore it is considered by the Court that said James
do recover against said Jonathan Twelve pounds of lawful Mo-
ney Damages and Costs of Court taxed at £ 4-15-6 & thereof 8^d

Franklin
Hendrick

Henry Franklin of Amherst in the County of Hampshire
Plaintiff James Hendrick of the same Amherst Def^t
in a Plea of Trespass on the Case as is at large of Record heretofore
The Plf appears by John Williams Esq^r and the said James by his
son Strong Esq^r his Att^y comes & defends & for Plea says he
never promised in Manner & Form as the said Henry in his
Declaration has alleged & that of him^{self} on the Country
and the Plf likewise. Whereupon the Jurors of the Jury
according to the Form & Effect of their Oath in such Case made & provided
at this Time returned & impanelled being demanded likewise
come here. who to save the Truth concerning the Premises being
duly sworn declare upon their Oath by Wth Samuel Fisk Master &
their Foremen. that they find the said James promised in
Manner and Form as is set forth in the Declaration and a just
Damages for the Plf a three shillings & six pence. Wherefore it
is considered by the Court that said Henry do recover against
said James Three shillings & six pence of lawful Money Damages
and Costs of Court taxed at £ 6-7-5

Whereupon the said Henry in his own proper Person comes here and
appeals from the Judgment of this Court to the Supreme Judicial Court
to be doct^r at Springfield in and for the said County of Hampshire on
the fourth Tuesday of September next and he recognizes with sureties as
the Law directs for his prosecuting said appeal to the Office of the said
Superior Court on File it appears

White
Billings & al -

Nathaniel White of Haver in the County of Hampshire now Plf^r & M^{rs}
Elizabeth & John Billings Def^t both of Haver in the same County Def^t
in a Plea of the Case as is at large of Record the last Term. The Plf now appears
by J^r Williams Esq^r his Att^y and the Def^t the three Times publicly called to come
into Court make Default of appearance here. Wherefore it is considered by the
Court that said Nathaniel do recover against said M^{rs} and John Eighteen

and six shillings of lawful money Damages and Costs of Court 5/-
taxed at £1. 19. 2 & the 8th of 8th Exon 1st Term 7. 1782

Burt
v
Hill

John Burt of Landis in the County of Rutland s. State of Vermont
vs
Peter Hill of Warrenton in the County of Hampshire s. State
and more Deft in a Plea of Trespass on the Case as is at large
of Record hitherto - The Parties severally appear & agree that this
Case be continued to the next Term, and in Case the Deft be then de-
fauled, that there shall be no Appeal - Whereupon it is considered
by the Court that the said Parties have Day here accordingly untill
the last Tuesday of August next

Strong & Wx
v
Smith

Peter Strong Blacksmith and Mary his Wife both of Chesterfield
in the County of Hampshire s. State vs
John Smith of Hadley in the
same County Plaintiff in a Plea of Trespass on the Case as is
at large of Record hitherto - The said Parties now appear & agree
that this Action be continued without Costs to the next Term, and it is
considered by the Court that they have Day here untill the last Tuesday
of August next

Atwood
v
Allen

Daniel Atwood of Belchertown in the County of Hampshire s. State
vs
Joshua Allen of Northampton in the same County Defendant in
a Plea of Trespass on the Case as is of Record at large hitherto - The
said Parties now appear and agree that this Action be continued
to the next Term and that there shall be no Appeal nor Costs - and
it is considered by the Court that they have Day here accordingly
untill the last Tuesday of August next

Nash
v
Taylor

Joseph Nash of Haverfield in the County of Hampshire s. State vs
Amos Taylor of South Hadley in the same County Plaintiff in a Plea
of Trespass on the Case as is at large of Record hitherto - The
Plf appears by J. C. Williams Esq^r his Att^y and the Deft the
three Times publicly called to come into Court make Default
of appearance here - Whereupon it is considered by the Court
that said Joseph do recover against said Amos Forty five pounds
seven shillings and eight pence of lawful money Damages and
Costs of Court taxed at £14. 12. 8

Whereupon the said Amos by Caleb Strong Esq^r his Att^y comes
into Court and appeals from the Judgment of the Court to
the Supreme Judicial Court to be holden at Springfield in and
for the County of Hampshire on the fourth Tuesday of September
next and he recognises with sureties as the Law directs for the
said Amos' prosecuting his said Appeal with Efforts by J.
Recognizance on File it appears

McClann
v
Severance

William McClann of Greenfield in the County of Hampshire s. State vs
Joseph Severance of Shelburne in the same County Defendant in a Plea
of the Case as is of Record hitherto - The said Parties now severally appear
and agree that this Action be continued to the next Term, and it is consid-
ered by the Court that they have Day here untill the last Tuesday of August
next

Clifford
Newell

Matthew Clifford of Dursfield in the County of Hampshire Plaintiff
vs
Oliver Newell of Cotnam in the same County Defendant
Def't in a Plea of the Case as is of Record at the last Term. The Plf-
appears by John Williams Esq his Att^y and the Def't the three Times
publicly called to come into Court makes Default of Appearance
here. Wherefore it is considered by the Court that said Matthew do recover
against said Oliver Twenty One pounds thirteen shillings & Nine
pence of Lawful Money Damages and Costs of Court taxed at £2.9.6
and thereof &c
Exon^{ist} June 8. 1782

William Dickinson
vs
Balthus Dennis

William Williams of Pittfield in the County of Berkshire Esq and
Hannah his Wife Adm^{rs} of the Goods & Chattels Rights & Credits of Samuel
Dickinson late of Dursfield dec'd Plf's vs Balthus Dennis of Greenfield in the
County of Hampshire Defendant in a Plea of the Case as is at large
of Record here to fore. The Parties now severally appear and agree that
this Action be continued to the next Term and Judgment then to be final &
no Travel then to be allowed. And it is by the Court considered that
the said Parties have Day here until the last Tuesday of August next

William
Dennis

William Williams of Pittfield in the County of Berkshire Esq & Hannah
his Wife Adm^{rs} of the Goods & Chattels Rights & Credits of Samuel Dick-
inson late of Dursfield dec'd Plf's vs Balthus Dennis of Greenfield in
said County of Hampshire Defendant in a Plea of the Case as
is of Record at large at the last Term. The said Parties now
severally appear and agree that this Case be continued to the next
Term and that no Travel be then taxed in the Costs. And it is
by the Court considered that said Parties have Day here accordingly
until the last Tuesday of August next

Elizur Norton
vs
Lebanah Allen

Elizur Norton of Hatfield in the County of Hampshire Plaintiff
vs
Lebanah Allen of Montague in the same County Defendant
Def't in a Plea of the Case as is at large of Record here to fore. The Plf appears
by J Williams Esq his Att^y and the Def't the three Times publicly
called to come into Court makes Default of Appearance here.
Wherefore it is considered by the Court that said Elizur do recover against
said Lebanah Twelve pounds thirteen shillings & Three pence of Lawful
Money Damages and Costs of Court taxed at £1.19.6 & thereof &c
Exon^{ist} June 7. 1782

Elizur
Dennis

Elizur Norton of Hatfield in the County of Hampshire Plaintiff
vs
Lebanah Allen of Montague in the same County Defendant
Def't in a Plea of the Case as is at large of Record here to fore. The Plf appears by John C
Williams Esq his Att^y and the Def't the three Times publicly called
to come into Court makes Default of Appearance here. Where-
fore it is considered by the Court that said Elizur do recover against
said Lebanah Twenty pounds eight shillings of Lawful Money
Damages and Costs of Court taxed at £1.19.3 & thereof &c
Exon^{ist} June 7. 1782

Samuel
Woolcott

Samuel Smith of Hatfield in the County of Hampshire Plaintiff
vs
Jonathan Wood & Garrison Woolcott Defendants both of Brookfield in the County
of Worcester Defendants in a Plea of the Case as is at large of Record here to fore. The
Plf appears by J Williams Esq his Att^y and the Def't to wit said Garrison
(on whom only Service was made) the three Times called to come into Court
makes Default of Appearance here. Wherefore it is considered by the
Court that said Samuel do recover against said Garrison £34.13.0
Lawful Money Damages & Costs of Court taxed at £1.11.8 & thereof &c

whereupon the said Commission by David Foster Esq^r his 58
Appt comes into Court and appeals from the Judgment
of this Court to the Supreme Judicial Court to be holden at
Springfield in and for the County of Hampshire on Thursday
Tuesday of September next and he recognizes with sureties as
the Law directs for said Commission promising said Appeal
with Effect as by said Recognizance on File appears

Witter
as
Fairman & al

Joseph Witter of Washington in the County of Berkshire Plaintiff
vs James Fairman of Newcomb Plaintiff & Arthur Rust of New-
buryfield Defendant both in the County of Hampshire Deft in a
Plea of the Case as is of Record at large at the former Term, the Parties
severally appear and the Court orders that this Action may be continued
to the next Term, the Plt^s consenting thereto, it is by the Court con-
sidered that they accordingly have Day here until the last Tuesday
of August next

Taylor
as
Thing

Samuel Taylor of Worthington in the County of Hampshire Plaintiff
vs Ebenezer Thing of Newcomb in the same County Defendant Deft
in a Plea of this Plea for the Case as is at large of Record at the last
Term - The Parties now severally appear and it is by the Court
is now ordered that this Case be continued to the next Term the
last Tuesday of August next

Bagg
as
Dewey

Moses Bagg of Westfield in the County of Hampshire Plaintiff
vs Eliah Dewey of Great Barrington in the County of Berkshire
Defendant Deft in a Plea of this Plea for the Case as is at large of
Record heretofore - The Parties now severally appear & agree that
this Action be continued to the next Term under the same Rule
entered into at the last Term, and it is by the Court considered
that the said Parties have Day here accordingly until the last
Tuesday of August next

Samuel
as
Williams

Moses Bagg of Westfield in the County of Hampshire Plaintiff
vs Reuben Williams of the same Westfield Defendant Deft in a
Plea of the Case as is at large of Record at the last Term when
the said Reuben was defaulted - And now at this Time the
said Moses & Reuben come into Court and on the Motion of the
said Reuben it is ordered by the Court that said Default
be taken off and the said Parties agree to refer this Case to the
Judgment Award & final Determination of 3 Judges
to be Esq^r Messrs Abel Whitney & Bohan King, the Judgment
of them or any two of them to be final, Judgment to be
made up and Execution issued accordingly, and the
Action is continued to the next Term

Phelps
as
Ashley

Noah Phelps of Westfield in the County of Hampshire Plaintiff
vs William Ashley of Sheffield in the County of Berkshire Defendant Deft
in a Plea &c as is of Record heretofore, the said Parties now appear &
agree that this Action be continued under the same Rule entered into at the
last Term, to the next Term, and it is by the Court accordingly
continued

Tillotson
v
Norton Esq.

Jonathan Tillotson of Southwick in the County of Hampshire Plaintiff
vs
Benedict Norton Thomas and Robert Norton Thomas both
late of Southwick in said County Defendants of the last Will & Testament
of the Grace Norton late of said Southwick deceased & in said
Capacity Deft in a Plea of the Case &c as is of Record at Large at
the last Term - The Plff now appears by John Phelps Gentl^r & Att^r
and the Defts the three Times publicly called to come into Court
make Default & of Appearance here - Wherefore it is con-
sidered by the Court that said Jonathan do recover against B.
Benedict & Robert in their said Capacity Five pounds Sixteen
shillings and two pence lawful Money Damages
and Costs of Court taxed at £ 2. 8. 3 & there of &c
Exon^r of Mar 22. 1783

Plumb
v
Shircock

Jared Plumb of Westfield in the County of Hampshire Plaintiff
vs
William Shircock of Westfield a forsworn Thomas Deft
in a Plea of Trespass on the Case &c as is set forth at Large
at the last Term - The Plff being now three Times called
is Nonsumit and the Deft defaulted and the Action is dis-
missed

Drake
v
Tillotson

Moses Drake of Westfield in the County of Hampshire Tho-
mas Plaintiff vs Abel Tillotson of Granville in the same County Tho-
mas Deft. in a Plea of Trespass on the Case as is of Record at
the last Term - The said Parties now severally appear and
agree to refer this Case to the Award Judgment and final
Determination of Samuel Mather Esq^r Messrs Samuel
Barnes and Noah Phelps who are to hear the said Parties
and the Judgments of them or any two of them is to be final
to be returned to this Court, Judgment to be made up and
Exors^r issued accordingly, and the Action is continued to
the next Term

Thomas
v
Fowler

Lovewell Thomas of Westfield in the County of Hampshire
Thomas Plaintiff vs Beldad Fowler of the same Westfield Thomas
Deft in a Plea of Trespass on the Case as is of Record hith-
erto - The Parties now severally appear and agree that the
Action be continued under the Rule entered into at the last
Term - and it is by the Court considered that they accord-
ingly have Day here untill the last Tuesday of August next.

Smith
v
Goburn

Sidon Smith of West Springfield in the County of Hampshire
Thomas Plaintiff vs Nathaniel Goburn of the same West Spring-
field Thomas Deft in a Plea of Trespass on the Case as is
at Large of Record at the last Term - The Plff now appears &
prays Judgment - and it is considered by the Court that
Sidon do recover against said Nathaniel Four pounds of
lawful Money Damages & Costs of Court taxed at £ 1. 13. 6
and there of &c
Exon^r of May 24. 1782

Locke
v
Wheeler

Moses Locke Jun^r of Amherst in the County of Hampshire Plaintiff
vs Samuel Wheeler of Belcherstown in the same County Thomas
Deft in a Plea of the Case as is at Large of Record hitherto, and
now the Plff appears and prays Judgment and thereupon it is considered
by the Court that said Moses do recover against said Samuel Four

pounds One shilling & ten pence of lawful Money Damages and
Costs of Court taxed at £ 10 0 2 & thereof &c
Exonif. 30 Sept. 1782

50

Town
Morris } Benjamin Town of Belvidere town in the County of Hampshire. Pet
Plt vs Jonathan Morris of Partridge in the County of Worcester
Deb in a Plea of the Case as is at large of Record here to fore
The Plt appears by his Att^y and the Deb^t the three times
publicly called to come into Court make Default of appearance
here. Whereupon it is considered by the Court, that he said Ben
jamin do recover against said Jonathan eighteen pounds
three shillings and eight pence lawful Money Damages and
Costs of Court taxed at £ 3 0 2 and thereof &c
Exonif. Aug 30. 1782

Sprague
Douglass } Samuel Sprague of Boston in the County of Suffolk March: Pet
vs Jonathan Douglass of Cornwall in the County of Dorsetshire
and State of Vermont Trader Deb in a Plea of the Case as
is of Record at large here to fore. The Plt appears by Caleb Strong Esq^r
his Att^y and the Deb^t by Lincoln Strong Esq^r & Thomas Lord Gent
his Att^y come and defend &c & says that he never promised in
Manner & Form as the said Samuel Sprague in his Declara
tion hath alleged & that of him himself on the Country and
the Plt likewise. Whereupon the Jurors of the Court ac
cording to the Form and Effect of their Oath in such Case made
and provided at this Time returned and in parcell it
being demanded likewise come here who to say the Jurors
being duly sworn declare upon their Oath that they find the
Deb^t promised in Manner and Form as the Plt has declared
and a just Damages for the Plt at One hundred & seventy One
pounds seven shillings & One penny lawful Money Damages
and Costs of Court taxed at £ 8 0 2 and thereof &c
Exonif. May 25. 1782

Smith
Hunt } Isaac Smith of Hartford in the County of Hartford & State
of Connecticut Husbandman Plt vs James Hunt of Williams
burgh in the County of Hampshire Farmer Deb in a Plea of the
Case as is at large of Record at the last Term. The said Parties
now appear and agree to refer this Case to the Award Judgment
and final Determination of Israel Chapin Esq^r Nathaniel
White & Captⁿ Jonathan Sued, who are to hear the said Parties
and the Law & them or any two of them to be final, to be
returned into this Court Judgment to be made up & Exon
ifed accordingly and the Action is continued to the next Term

Tracy
Lawyer } Stephen Tracy of Worcester in the County of Hampshire Clerk
Pet vs Ephraim Sawyer of Partridge field in the County of Berk
shire Deb in a Plea &c as is of Record here to fore. The Plt
appears by Caleb Strong Esq^r his Att^y and the Deb^t the three times publicly
called to come into Court make Default of appearance here. Whereupon
it is considered by the Court that said Stephen do recover against said
Ephraim One hundred & twenty pounds sixteen shillings & four pence
lawful Money & Costs taxed at £ 2 1 1 & thereof &c Exonif. May 25. 1782

Call 89
21
Coster

Joseph Will late of Boston in the County of Suffolk Esq. Plaintiff
vs
Wildad Foster of Westfield in the County of Hampshire Town
Deft in a Plea &c as is of Record at large at the last Term
The Plf appears by Caleb Strong Esq. his Att^y and the Deft the three
Times publicly called to come into Court makes Default of App-
earance here - Wherefore it is considered by the Court that the
Plf do recover against said Wildad Forty seven pounds & nine
shillings and eleven pence lawful Money Damages and
Costs of Court taxed at £3.10.8 and thereof &c
Exon^y May 25. 1782

Strong
Parks

John Strong of Southampton in the County of Hampshire
Husband to the Plaintiff Nathan Parks of Westfield in the same
County Town Deft in a Plea &c as is at large of Record
at the last Term of this Court - The Plf appears by Caleb Strong
Esq. his Att^y and the Deft the three Times publicly called to come
into Court makes Default of appearance here - Wherefore
it is considered by the Court that the Plf do recover against
said Nathan Six pounds, twelve shillings & seven pence
lawful Money Damages and Costs of Court taxed at £1.18.4
and thereof &c
Exon^y May 25. 1782

Parker
McCall

Abel Parker of the Plantation called N^o Seven in the County
of Hampshire Husband to the Plaintiff Elizabeth McCall of Ber-
shire in the same County Husband to the Deft in a Plea
of Trespass on the Case as it is at large of Record at the last
Term of this Court - The said Parties now come here as like
do David Smead Esq. and others chosen by said Parties at the last
Term Referees in this Case and bring in their Award in the Words
following Viz We the Subscribers appointed Referees &c having
attended the Service and fully heard the Parties for three Days
and having communicated to them our Award which they
have agreed to and complied with - We do award & Order
that all Disputes Controversies and Demands subsisting between
the Parties (except book Account which the Parties agree shall be
excepted out of this Award) do from hence forth cease and
forever determine, and this Action and all other Demands
(except as above) be finally ended up to this Day May 16. 1782
David Smead, Joseph Chapin, John Hartings
which Award is by the Court now here accepted &c

Watson
Spear

William Watson of Ware in the County of Hampshire Husband to the
Plf & Samuel Spear of Braintree in the County of Suffolk Town
Deft in a Plea &c as is at large of Record here before - The Plf
appears by Dought Foster Esq. his Att^y and the Deft the three Times
publicly called to come into Court makes Default of appear-
ance here - Wherefore it is considered by the Court that the said
William do recover against said Samuel One hundred & forty seven
pounds, two shillings & two pence lawful Money Damages & Costs of
Court taxed at £2.12.11 & thereof &c Exon^y May 25. 1782

Day
at
Kellogg & al

Joel Day of Springfield in the County of Hampshire Town Plaintiff
vs
Seth Kellogg Townman & Cadbury Townman both of Southwick in the County
of Hampshire Deft in a Plea &c as it is at large of Record here before
The Plf appears by Joseph Will Esq. his Att^y and the Deft the three Times publicly
called to come into Court makes Default of appearance here - Wherefore
it is considered by the Court that said Joel do recover against said Seth & al
£2.2.10 Damages and Costs of Court taxed at £2.5.6 & thereof &c

After all which the said Seth and Sad by John Phelps Gent his Att^y comes here and appeal from the Judgment of this Court to the Supreme Judicial Court to be holden at Springfield in and for the County of Hampshire on the fourth Tuesday of September next and he recognizes with Sureties as the Law directs for their prosecuting their said Appeals with the Effect as by said Recognizance on File it appears

Porter Es
Perkins

Charles Porter of Hadley in the County of Hampshire Esq. Pl^t v. Nathan Perkins of Haverhill Esq. Deft^s — The Parties severally appear and agree that Case be continued to the next Term — And it is considered by the Court that the said Parties have Day here accordingly until the last Tuesday of August next

New Entries

Dwight

Bagg
No 1

Nathaniel Dwight of Belchertown in the County of Hampshire Gent^l v. Nobell Bagg of Belchertown a forsaide Husbandman Deft^r in a Plea of the Case as it at large set forth in the original Writ on File The Pl^t now appears by Dwight Foster Esq. his Att^y and the Deft^r by his Att^y comes & moves that this Action may be continued to the next Term, and it is considered by this Court that the said Parties have Day here until the last Tuesday of August next

Edwards

West
No 3

Jedidiah Edwards of Windham in the County of Windham and State of Connecticut Esq. Pl^t v. Elijah West of Lee in the County of Berkshire Townsman Deft^r in a Plea of the Case for that the said Elijah on the thirtieth day of January on the Year of our Lord seventeen hundred & eighty two at Pittsfield to wit in Springfield in the County aforesaid by his promissory Note in writing under his Hand of that Date for Value received promised the said Jedidiah to pay him the Sum of Two pounds One shilling and eight pence lawful Money with Interest till paid, to be paid by the tenth day of April next, meaning the month of April next after the Date of said Note — Yet the said Elijah altho often requested hath not paid the same, but unjustly neglects & refuses to the Damages of the said Jedidiah Five pounds — The Pl^t appears by Thomas Gold Gent his Att^y and the Deft^r the three Times publicly called to come into Court makes Default of Appearance here — Wherefore it is considered by the Court that the said Jedidiah do recover against said Elijah Two pounds two shillings & eight pence lawful Money Damages and Costs of Court taxed at £ 1 10 s & three of the Exon if^r May 25. 1782

Vanderwoort

Belcher
No 4

Peter Vanderwoort of Hartford in the County of Hartford and State of Connecticut Gent^l Pl^t v. Andrew Belcher of Farmington in the County of Berkshire Townsman Deft^r in a Plea of Trespass on the Case for that the said Andrew at Sagebrough to wit in Springfield aforesaid on the fourteenth day of October Anno Domini 1773 — by his promissory Note for Value received promised Jeremiah Cady to pay him or order Two pounds Nine shillings and seven pence One half penny lawful Money upon Demand with the lawful Interest till paid — And afterwards to wit on the same fourteenth Day of October & Year aforesaid

Vanderwoort
17
Petitioner

the said Jeremiah Gady by his Indorsement on said Note with his proper Hand subscribed & signed the same Note to the said Peter Vanderwoort and ordered the Contents thereof then wholly unpaid, to be paid to the said Peter Vanderwoort of all which the said Andrew then & there instantly afterwards had Notice and so became liable to pay the Contents of said Note to the said Peter according to the Tenor thereof and being so liable the said Andrew then & there in Consideration thereof promised the said Peter to pay him the same accordingly on Demand. Yet the said Andrew hath never paid the same or any part thereof but neglects it to the Damage of the said Peter Seven pounds. The Petitioner appears by Thomas Gold Gent his Att^y and that Deft the three Times publicly called to come into Court makes Default of Appearance here. Wherefore it is considered by the Court that said Peter do recover against said Andrew Three pounds, Eighteen shillings & four pence lawful Money Damages and Costs of Court taxed at £1. 12. 2 & thereof &c. Exon. 25 May 1782.

Adm
of
Grosvener
N^o 5

Peter Vanderwoort of Hartford in the County of Hartford & State of Connecticut. Merchant Petitioner Leister Grosvener of Windsor in the County of Berkshire Gentlemen Deft in a Plea of Trespass on the Case for that the said Leister at Gageborough to wit in Springfield aforesaid on the 25th day of January Anno Domini 1773 by his promise & Note in Writing under his hand of that Date for Value received promised Jeremiah Gady to pay him or his Order twenty One pounds eight shillings and four pence lawful Money on Demand with lawful Interest from that Date till paid. And afterwards on the 1st of the Day of March Anno Domini 1774 at Pittsfield viz in Springfield aforesaid the said Jeremiah by his Indorsement on said Note by his proper hand subscribed & signed the same Note to the said Peter and ordered the Contents thereof then wholly unpaid to be paid to the said Peter of all which the said Leister then & there instantly afterwards had Notice and so became liable to pay the Contents of said Note to the said Peter according to the Tenor thereof and being so liable the said Leister then & there in Consideration thereof promised the said Peter to pay him the same accordingly on Demand. Yet the said Leister hath never paid the same but neglects it to the Damage of said Peter Forty pounds. The Petitioner appears by Thomas Gold Gentlemen his Att^y and that Deft the three Times publicly called to come into Court makes Default of Appearance here. Wherefore it is considered by the Court that said Peter do recover against said Leister Thirty three pounds eight shillings lawful Money Damages & Costs of Court taxed at £1. 12. 2 & thereof &c. Exon. 25 May 1782.

Van Allen John & Son of Windsorhook in the County of Albany
vs
Hopkins
No 6

and State of New York Merchant. Peter Elias Hopkins of
Pittsfield in the County of Berkshire Blacksmiths Deft in a Plea
of the Case for that said Elias at Pittsfield to wit in Springfield
aforesaid on the 14th day of June Anno Domini 1780 by his Note
for Value received promised said John to pay him or Order
fifteen good & merchantable Sythes to be delivered at the Dwelling
House of Ezekiel Root at Pittsfield in twelve days from the Date
hereof - And the said John in fact says the said fifteen good and
merchantable Sythes were reasonably worth thirty Dollars lawful
Silver Money to wit at the Dwelling House of Ezekiel Root in Pitts-
field in twelve Days from the Date of said Note - And the said
John avers he stood ready to receive said fifteen good & merchanta-
ble Sythes at the Time & Place where they should have been deliv-
ered. Yet said Elias the often requested hath never fulfilled his
aforesaid Promise nor any part thereof except four Sythes
but neglects it to the Damage of said John Nine pounds -

The Parties usually appear and it is moved by the Plff that
this Action be continued to the next Term and it is counseled by
the Court that the said Parties have Day here until the last Tues-
day of August next &c

Lee
vs
Weeks
No 7.

Henry Lee of Hadley in the County of Hampshire Plaintiff
Roland Weeks of a Plantation called Melver in the County aforesaid
Thomas Deft in a Plea of Trespass on the Case for that the said
Roland at Hadley aforesaid on the 26th day of October Anno
Domini 1780 by his Note for Value received promised said
Henry to deliver him two thousand weight of Beef at twenty
Shillings a hundred or the Value thereof meaning so much
Money as would purchase said Beef in six months from
the Date of said Note with Interest for the same till paid -
Also for that the said Roland at Hadley aforesaid on the 26th day
of October aforesaid by his other Note of that Date for Value
received promised said Henry to pay him other two thousand
Weight of Beef at twenty Shillings a hundred or the Value thereof in
twelve months with Interest for the same till paid - Also for that
said Roland at Hadley on the same Day & Year aforesaid by his
other Note for Value received promised said Henry to deliver him
five thousand One hundred & fifty weight of good merchanta-
ble Beef at twenty Shillings a hundred by the 15th day of July then
next ensuing the Date of said Note or the Value thereof with Interest
till paid - And the said Henry avers the Value of the Beef so to be
delivered as aforesaid was thirty Shillings a hundred and that he
has always been ready to receive said Beef agreeable to the Tenor
of said Notes - Yet said Roland the often requested hath never
delivered said Beef or any part thereof or paid the Value thereof
but neglects so to do to the Damage of said Henry One hundred & forty
pounds - The Plff appears by John C Williams Esq his Att & one

the 3rd the three times publicly called to come into Court make Default of appearance here — Wherefore it is considered by the Court that said Henry do recover against said Roland Ninely Nine pounds Ten shillings & One penny lawful Money Damages and Costs of Court taxed at £2.6.9 and thereof —
Excori^{fi} June 10. 1782

Excori^{fi}
as
Blackmore
No 8

Benjamin Pipoon of Stockbridge in the County of Berkshire
Trader Plaintiff David Blackmore of Greenwich in the County of
Hampshire Defendant in a Plea of Trespass on the Case
for that said David at Saratoga Viz in Spring field a house
on the first day of November last past by his Note for Value rec^d
promised said Benjamin to pay him twenty four Silver Dollars
and four shillings and five pence which said Benjamin saith
is equal to eleven pounds eight shillings and five pence on Dem
and with Interest after the twenty 5th day of December, meaning
December then next ensuing the Date of said Note — Yet said David
tho often requested hath never paid said sum but neglects it
to the Damage of said Benjamin Ten pounds — The Pl^{ff} appears
by J^c William Esq^r his Att^y and the Def^t the three times publicly
called to come into Court make Default of appearance here —

Wherefore it is considered by the Court that said Benjamin do re-
cover against said David Seven pounds twelve shillings lawful
Money Damages and Costs of Court taxed at £2.2.6 & thereof —
After all which the said David by Dwight Foster Esq^r his Att^y comes
here and appeals from the Judgment of this Court to the Supreme
Judicial Court to be holden at Spring field in & for the County of
Hampshire on the fourth Tuesday of September next and he recog-
nizes with Sureties as the Law directs for the said David prosecuting
his said appeal with Effect as by said Recognizance appears —

Idem
as
Billings
No 9

Benjamin Pipoon of Stockbridge in the County of Berkshire
Trader Plaintiff Joel Billings of Amherst in the County of Hampshire Def^t
in a Plea of Trespass on the Case for that said Joel at Saratoga
Viz at Spring field a house on the 23rd day of October last past
by his Note for Value rec^d promised said Benjamin to pay
him the Sum of two pounds thirteen shillings and four pence
lawful Money within six weeks from the Date of said Note with
Interest after 4th expiration of said six weeks till paid — Also for
that said Joel at Saratoga Viz at Spring field a house on the first
Day of November last past was justly indebted to the said Benja-
min other Sum of Five shillings & One penny lawful Money
for sundry Articles of Book Account to the said Joel then and
there in Consideration thereof promised said Benjamin to pay
him the same Sum on Demand — Yet said Joel tho often
requested hath never paid said Sum but neglects it to the
Damage of said Benjamin Four pounds — The Pl^{ff}
appears by J^c William Esq^r his Att^y and the Def^t the three
times publicly called to come into Court make Default of
appearance here — Wherefore it is considered by the Court that
said Benjamin do recover against said Joel Two pounds Nineteen
shillings and six pence lawful Money Damages and Costs of Court
taxed at £2.2.0 & thereof —
Excori^{fi} June 10. 1782

Pipoon
Coney
No 10. } Benjamin Pipoon of Stockbridge in the County of Berk: 62
Shire Trader Plff vs Oliver Coney of Wau in the County of
Hampshire Gent Deft in a Plea of Trespass on the Case for that
the said Oliver at Saratoga Via at Springfield in the County of Hamp
shire on the seventh day of November last past by his Note for Value
received promised said Benjamin to pay him or Order Seven pounds
eleven shillings lawful Money on Demand with the Interest after the 27th
day of December meaning then next. Yet said Oliver the often
requested hath never paid said Sum but neglects it to the Dam
age of the said Benjamin Ten pounds. The Plff appears by J. C.
Williams Esq^r his Att^y and the Deft the three Times publicly called
to come into Court makes Default of Appearance here. Where
fore it is considered by the Court that the said Benjamin do reco
ver against said Oliver Seven pounds fourteen shillings and
eight pence lawful Money Damages and Costs of Court taxed
at £ 2. 1. 8 and thereupon. Whereupon the said Oliver by Abner
Morgan Esq^r his Att^y comes into Court and appeals from the Jud
gment of this Court to the Supreme Judicial to be holden at Springfield
in and for the County of Hampshire on the fourth Tuesday of September next
and recognises with Sureties as the Law directs for the said Oliver, pro
secuting his said Appeal with Effect as by said Recognizance appears

Idem
Grover
No 11. } Benjamin Pipoon of Stockbridge in the County of Berk
Shire Trader Plff vs Thomas Grover of Montague in the Coun
ty of Hampshire Gent Deft in a Plea of Trespass on the Case
for that the said Thomas at Saratoga Via at Springfield
aforesaid on the seventh Day of November last past by
his Note for Value received promised said Benjamin to
pay him or Order Five pounds ten shillings lawful Money
on Demand with Interest after the 25th day of December
meaning then next till paid. Yet said Thomas the often
requested hath never paid said Sum but neglects it
to the Damage of said Benjamin Seven pounds.
The Plff appears by J. C. Williams Esq^r his Att^y and the Deft
the three Times publicly called to come into Court makes Default
of Appearance here. Wherefore it is considered by the
Court that said Benjamin do recover against said
Thomas Five pounds twelve shillings and eight pence
of lawful Money Damages and Costs of Court taxed
at £ 2. 3. 4 and thereupon. Exec^d in sp. Oct 17 1782.

Idem
Conkey
No 12. } Benjamin Pipoon of Stockbridge in the County of Berkshire. Trdr
Plff vs Joshua Conkey of Pelham in the County of Hampshire
Gent Deft in a Plea of Trespass on the Case for that Joshua
at Saratoga Via at Springfield aforesaid on the first Day of Novem
ber Anno Domini 1781 by his Note for Value received promi
said Benjamin to pay him or Order forty four Silver Dollars
and four shillings and ten pence which said Benjamin
saith is equal to thirteen pounds eight shillings and ten pence on

Pepoor
21
Conkey

on Demand with Interest after the 25th day of December
[meaning then surety] Yet said Joshua the often requested
hath never paid said sum but neglct it to the Damage
of said Benjamin. Fifteen pounds. The Pl^{ff} appears by
J^c Williams Esq^r his Att^y and the Deft^{ts} the three Thomas pub-
licly called to come into Court makes Default of Appearance
here Wherefore it is considered by the Court that said Ben-
jamin do recover against said Joshua thirteen pounds
fifteen shillings and four pence lawful Money Damages
and Costs of Court taxed at £ 2^s 3^d After all which the
said Joshua by Abner Morgan Esq^r his Att^y comes here and appeals
from the Judgment of this Court to the Supreme Judicial Court
to be holden at Spring field in and for the County of Hampshire
on the fourth Tuesday of September next and he recognises
with Sureties as the Law directs for his prosecuting the said Ap-
peal with Effect as by said Recognizance appears

Murray
25
King
1783

Elihu Murray of Deerfield in the County of Hampshire
Pl^{ff} vs William King of Sunderland in the same
County Def^t in a Plea of the Case for that the
said William at Deerfield aforesaid on the 20th day of March
Instant was justly indebted to the said Elihu in the sum of
Eleven pounds eighteen shillings & nine pence Silver Money for
several Articles of Book Accounts according to the Evidence
hereunto annexed he the said William then & there in Consideration
thereof promised said Elihu to pay him the same sum on Demand
and also for that whereas the said Elihu at Deerfield aforesaid
on the first day of March Instant had sold & delivered him the
said William namely Goods Wares and Merchandises at his
the said Williams special Instance & Request he the William then & there
in Consideration promised said Elihu to pay him so much Money
as the said Goods Wares and Merchandises were reasonably worth
at the Time of the Sale and Delivery thereof whenever a Plea he should
be thereto requested and the said Elihu saith the said Goods Wares
and Merchandises so sold and delivered as aforesaid were rea-
sonably worth at the Time of the Sale and Delivery thereof other
sum of Eleven pounds eighteen shillings and nine pence
Yet said William the often requested hath never paid either of said
sums but neglct it to the Damage of the said Elihu thirteen
pounds The Pl^{ff} appears by J^c Williams Esq^r his Att^y and the Deft^{ts} the
three Thomas publicly called to come into Court makes Default of Appear-
ance here Wherefore it is considered by the Court that said Elihu do
recover against said William Eleven pounds eighteen shillings and
nine pence lawful Money Damages and Costs of Court taxed at
£ 1^s 7^d 2 and three of &c

Exon^r if Oct. 14. 1782

Marcy
21
Breck
1784

Charles Marcy of Hartford in the County of Windsor and State of
Connecticut Pl^{ff} vs Samuel Breck of Northampton in the
County of Hampshire Def^t in a Plea of the Case for that
whereas the said Samuel at Northampton aforesaid on the last Day of

Mary
as
Bricks } February last past had had & received of the said Ches in the 63
Sum of fifteen pounds Silver Money to his the said Chester
Use. He the said Samuel then and there in Consideration how thereof
promised said Chester to pay him the same Sum on Demand. Also for
that said Samuel at Northampton aforesaid on the first day of
March last past was justly indebted to the said Chester in due
other Sum of fifteen pounds of like Money for so much Money
before that Time laid out and expended by him the said Chester
for him the said Samuel at his the said Samuel several instances and
in the said Samuel then & there in Consideration thereof promised said
Chester to pay him the last said Sum on Demand. Yet said Samuel
tho often requested hath never paid either of said Sums but neg-
lects it to the Damage of said Chester seventeen pounds.

The said Parties now appear by Counsel and agree that this
Action be continued without Cost, to the next Term, and it is
considered by the Court that they have Day here accordingly untill
the next Term.

Patience
as
Henry
No 15 } Daniel Pitkin of Hartford in the County of Hartford & State of Con-
necticut Trader Plaintiff. Josiah Allen of South Hadley in the County
of Hampshire Defendant. Deft in a Plea of Trespass on the Case
for that said Josiah at Hartford to wit at Springfield aforesaid
on the 20th day of May Anno Domini 1775 by his Note for Va-
lue recd promised said Daniel to pay him Five pounds
One shilling lawful Money in three months from the Date
with Interest after three months meaning from the Date of
said Note. Yet said Josiah tho often requested hath never
paid the Contents of said Note but neglects it to the Damage
of said Daniel Ten pounds. The Deft appears by
J. C. Williams Esq^r and the Deft the three Times publicly called
to come into Court makes Default of Appearance here.

Wherefore it is considered by the Court that said Daniel do
recover against said Josiah Seven pounds One shilling & 8^d
lawful Money Damages and Costs of Court taxed at 2^d 10^d
and thereof &c.
Done at Oct. 17. 1782

Williams
as
Newhall } John Williams of Deerfield in the County of Hampshire Gent
Plaintiff. Oliver Newell of Colrain in the same County Defendant. Deft in a Plea
of the Case for that said Oliver at Roxbury to wit
at Springfield aforesaid on the 21st day of July Anno Domini
1770 by his Note for Value received, promised One Thomas Williams
to pay him or Order Two pounds twelve shillings & 8^d lawful Money
on Demand with Interest untill paid. and the said Thomas after
agrees viz the same Day & Year at Springfield aforesaid by his Ind-
or went on the Back of the same Note ordered the Contents thereof
tho wholly due and unpaid to be paid to the said John
of all which the said Oliver there afterwards the same Day & Year

had Notice and was bound liable to pay the same to the said John on Demand — The said Oliver the often thereto requested hath never paid the Contents of said Note to said John but neglects it to the Damage of said John Eight pounds — The Deft appears by J. Williams Esq his Att^y and the Deft the three times publicly called to come into Court makes no fault or appearance here. Wherefore it is considered by the Court that the said John do recover against said Oliver of Lawful Money Damages and Costs of Court taxed at £ — and thereof

Grover
at
Davis
N^o 17

David Grover of South Brimfield in the County of Hampshire Thomas Self or John Davis late of said South Brimfield a feoff^r Thomas Deft in a plea of Covenant broken whereon the said David says that at said Springfield on the fifth day of September in the Year of our Lord 1778 the said John made seal & delivered to the said David his the said Johns Deed Sell the Date whereof is the Day & Year last aforesaid, by which Deed in Court to be produced It is witnessed that he the said John for and in Consideration of the Sum of One hundred and sixty pounds Lawful Money in hand paid him by the said David did give grant & sell to him the said David his Heirs and Assigns One Tract or Parcel of Land lying situate in said South Brimfield bounded as follows to wit North by Hasseltons Land East by Capt^r Rodgetts Land in part and part by the County Road South by Capt^r Brownings Land and West partly by William Davis Land & part by said Hasseltons Land beginning at a stake & Stones in Rodgets West Line & runs 1st North eleven Degrees East thirty six and an half rods to a stake and Stones 2^d South seven Degrees thirty minutes West Sixty two rods to a stake & Stones 3^d West fifteen Degrees North Sixty rods to a stake & Stones 4th North fifteen degrees East forty rods to a heap of Stones 5th North five Degrees West sixteen rods to a stake & Stones 6th West seventeen Degrees North twenty rods to a black Oak Staddle 7th North seventeen degrees East forty two rods to a Chestnut Staddle 8th East twelve degrees North twenty five rods and an half to a heap of Stones 9th South thirteen degrees East twenty five rods and nine Links to a heap of Stones and from thence a straight Line to the first Corner & to have and to hold said Land with all the Profits & Privileges belonging to him the said David Grover & to his Heirs and Assigns for ever — And the said John then & there by that same Deed did covenant promise & grant unto & with the said David his Heirs & Assigns that he the said John was meaning before & until the Delivery of the same Deed lawfully seized in Fee of the said granted premises that they were free of all Incumbrances & that he the said John had good Right to sell the same to him the said David to hold as aforesaid — And the said David further avers that at the Time of the Execution of the Deed aforesaid or any other Time whatsoever before or since the said John was not seized of the Tract or Parcel of Land as aforesaid and that the same was not free of all Incumbrances and that he the said John had not good right to sell the same to him the said David to hold as aforesaid and that the same never passed by ^{10th} in Fee of the Deed aforesaid from him the said John to the said David and that he the said David never could legally enter upon obtain or enjoy the same by Virtue of the Deed aforesaid by Reason that the said John was not

at the Time of making said Debt sealed of the same nor had any
Right or Power to convey it to the said David and so the said
John hath broken his Covenant and not kept the same to the Damage of
the said David two hundred pounds. The Plf appears by Ca-
lebs Strong Esq his Att^y and the Def^t the three Times publicly called to come
into Court makes Default of Appearance here. Wherefore it is consid-
ered by the Court that said David do recover against said John
Eighty pounds lawful Money Damages and Costs of Court taxed
at £2. 3. 0 & there of &c. Exonift. May 25. 1782

Dwight
vs
Hayre
No 18.

Jonathan Dwight of Springfield in the County of Hampshire Shop-
keeper Plf vs Samuel Hayre of Southwick in the same County
Def^t in a Plea of the Case for that the said Samuel at said
Springfield on the 3^d Day of December Anno Domini 1773 by his
Note for Value received promised said Jonathan to pay him or his Order
seven pounds four shillings and three pence lawful Money on Demand
with lawful Interest for the same till paid. Yet said Samuel the often
requested hath not paid said Jonathan the same Sum or any part
thereof but neglects it to the Damage of said Jonathan Nine pounds.
The Plf appears by Joseph Ship Esq his Att^y and the Def^t the three
Times publicly called to come into Court makes Default of
Appearance here. Wherefore it is considered by the Court that
said Jonathan do recover against said Samuel Ten pounds
& One shilling lawful Money Damages and Costs of Court
taxed at £1. 5. 0 & there of &c. After all which the said
Samuel by John Phelps Gent his Att^y comes here & appeals from
the Judgment of this Court to the Supreme Judicial Court to be
holden at Northampton in & for the County of Hampshire on the
fourth Tuesday of September next & he recognises with Sureties
as the Law directs for said Samuels prosecuting said Appeal
with Effect as by said Recognizance on File appears.

Whitney
vs
Frenck
No 19.

Abel Whitney of Westfield in the County of Hampshire Gent Plf
vs John Frenck of Montgomery in the same County Housew^{ch} Def^t
in a Plea of Trespass on the Case for that said John at said Westfield on
the 26th day of July Anno Domini 1780 by his Note for Value received pro-
mised said Abel to pay him or Order at his Store in said Westfield
on or before the 10th Day of October then next following the Date of said
Note fourteen hundred and three Quarters of good merchantable
Wheat Flour which the Plf avers was well worth twenty four shil-
lings by the hundred and that he hath been always ready at his
Store to receive the same. And also for that whereas the said Abel
afterwards arrived at said Westfield on the last Day of December last
past at the special Instance & Request of the said John had sold
and delivered to him sundry Goods Wares & Merchandises
in the said John's Store & there promised the said Abel to pay
him therefor so much Money as the same Goods Wares & Mercha-
ndises were reasonably worth on Demand. Now in fact the
Abel avers that the same Goods Wares & Merchandises were rea-
sonably worth the Sum of three pounds & four shillings lawful
Money of which the said John had Notice. Yet said John the
often requested hath never performed either of said Promises but neglects

Whitney
at
Trench

to the Damage of said Abel Ten months. The Plff appears by John Phelps Gent his Att^y and the Def^t the three Times publicly called to come into Court makes Default of Appearance here. Wherefore it is considered by the Court that the said Abel do recover against said John Eight pounds Nine shillings & ten pence lawful Money Damages and Costs of Court taxed at £ 14 9 2 & thereupon. Exon^d June 10 1782

Parks s. Adm^r
am^r Geer
No 20.

Warham Parks of Stamford in the County of Hampshire Esq^r Adm^r of all the Goods & Chattels Rights & Credits which were of Elisha Parks late of Westfield in said County Esq^r deceased Intestate Plff v. James Geer of Preston in the County of New London & Estate of Con^{re} Richard Thomas Def^t in a Plea of Trespass on the Case for that whereas Elisha Geer of Norwich in the County of Hampshire Thomas deceased Intestate Son to the said James was indebted to the said Elisha at Westfield on the last Day of November Anno Domini 1778 in the Sum of thirteen pounds Nine shillings and ten pence for sundry Goods Wares & Merchandises and the said Elisha being so indebted he the said James Geer to satisfy & content the said Elisha the payment of said Sum then there in Consideration thereof affirmed on himself and faithfully promised the said Elisha then living to pay him therefor so much Money as the same Goods Wares & Merchandises were reasonably worth that the said Elisha had received from said Elisha on Demand & the said Warham avers that the same Goods Wares & Merchandises were reasonably worth the Sum of thirteen pounds Nine shillings and ten pence of which the said James then & there had Notice and promised to him the same Yet said James the often requested hath not paid the same to the Damage of said Warham in said Capacity Twenty pounds. The Plff appears by John Phelps Gent his Att^y and moves that this Case may be continued because the Def^t is out of the State and it is continued by the Court to the next Term of this Court the last Sunday of August next.

Winchell
Loomis
No 21.

Benjamin Winchell of Westfield in the County of Hampshire Gent Plff v. Israel Loomis of Southwick in the same County Blacksmith Def^t in a Plea of Trespass on the Case for that whereas said Benjamin at said Westfield on the last Day of September last past was possessed of One good Fire Arm of the Value of Six pounds lawful Money and One Cartridge Box of the Value of ten shillings as of his own proper Estate and being so thereof possessed he the said Benjamin there afterwards on the same Day casually lost out of his Possession the same Fire Arm and Cartridge Box which there afterwards on the same Day by finding came into the hands and Possession of the said Israel. Nevertheless the said Israel well knowing the same Fire Arm and Cartridge Box of right to belong & appertain to him the said Benjamin, he said Israel with an intent craftily and subtilly to deceive & defraud of the same Fire Arm and Cartridge Box wholly refuses and denies to deliver the same Cartridge Box and Fire Arm to said Benjamin. But he the said Israel at said Westfield on the same Day afterwards converted & disposed of the same Fire Arm and Cartridge Box to his own Use to the Damage of said Benjamin whereupon the Plff appears by John Phelps Gent his Att^y and the Def^t the three Times publicly called to come into Court makes Default of Appearance here. Wherefore it is considered by the Court that said Benjamin do recover against said Israel Two pounds Eight shillings of lawful Money Damages & Costs of Court taxed at £ 14 8 6 and thereupon. Exon^d June 10 1782

Shaw
Lilly
No 22

William Shaw of Windsor in the County of Hampshire Plaintiff
vs
Reuben Lilly of W. W. in the same County Defendant
in a Plea of the Case for that said Reuben at Springfield aforesaid on the
12th day of November Anno Domini 1781 by his Note for Value received
the said William to pay him or Order three pounds seventeen shillings
lawful Money on Demand with Interest till paid. Yet said Reuben tho
he requested hath never paid the same but neglects to do so to the Damage
of said William Twenty pounds. The Def^t appears by John Mor-
gan Esq^r his Att^y and the Def^t the three times but lately called to come into
Court makes Default of Appearance here. Wherefore it is considered
by the Court that said William do recover against said Reuben three
pounds eighteen shillings and ten pence lawful Money Damages
and Costs of Court taxed at £1 12s 8d & thought.

Given at June 8th 1782

Stiles & al
vs
Jillott & or
No 23

Job Stiles Jun^r Thomas and Daniel Cooley Thomas both of
Farmville in the County of Hampshire Plaintiff
vs
Jillott & or Defendant
in a Plea of the Case for that said Job & Daniel at Farmville on
the last Day of February last past at their personal Instance
and Request of the said Abel had done & performed
in their joint Dealings in Blacksmiths Work divers Labours
and Services according to the Schedule annexed to the Writ.
He the said Abel in Consideration thereof then & there assumed
on himself and faithfully promised the said Job and
Daniel to pay them therefor as much Money as the same
Labours and Services were reasonably worth on Demand
which the Def^t aver were worth six pounds eighteen
shillings and two pence of which said Abel then & there
had Notice. Yet said Abel tho requested hath never paid
the same to the Damage of said Job & Daniel Nine pounds.

The Parties now appear and on the Motion of the Def^t
for a Continuance it is considered that said Parties
have Day here untill the last Tuesday of August next
after the said third Tuesday of May.

Meeke
vs
Abbe
No 24

Daniel Meeke of Becket in the County of Berkshire Plaintiff
vs
Richard Abbe of Orfield in the County of Hartford & State of Conne-
cut Def^t in a Plea of the Case for that said Richard at said
Springfield on the twentieth Day of April last past by his Note of
that Date for Value received promised said Daniel to pay him One
hundred & forty pounds worth in Meat Cattle at the current Price
in the Year 1774 and One hundred and fifty Bushells of good
merchantable Wheat which the Def^t avers was well worth sixty seven
pounds twelve shillings lawful Money and three hundred Bushells
of good merchantable Corn which the Def^t avers was worth sixty
pounds on the first Day of May then next, and the Def^t avers he
has always been ready to receive said Cattle & Grain, but the Def^t has

has never paid und deliver'd the same to the Damage of said Daniel four hundred pounds. The Parties appear and agree that this Action be continued to the next Term with saving to all Exceptions to the Writ and Service, and it is considered that they accordingly have Day here until the last Tuesday of August next after said third Tuesday of May.

Ashley
v
Day
No 25

Moses Ashley of West Springfield in the County of Hampshire Plaintiff at Law of Writtington in the same County Defendant in a Plea of the Case for that said Daniel at said Springfield on the 3 day of January Anno Domini 1775 by his Note for Value rec'd promised the Plaintiff to pay him the Sum of Ninety pounds lawful Money in February Seventeen hundred & Seventy Nine with the law full Interest from May then next to said time, the Plaintiff thereafter requested hath never paid said Sum but neglects it to the Damage of said Moses One hundred & fifty pounds. The Parties severally appear and agree that this Case be continued to the next Term, and it is considered by the Court that they accordingly have Day here until the last Tuesday of August next.

Brakenridge
v
Rogers
No 26

George Brakenridge of Ware in the County of Hampshire Plaintiff at Law of Thomas Rogers of the same Ware Defendant in a Plea of the Case for that whereas the said Thomas at said Ware on the 14th day of January last past by his Note for Value received promised said George to pay him or Order Forty three Spanish milled Dollars & two shillings (meaning sixteen pounds lawful Silver Money) One third to be paid in One month & the Remainder to be paid in two months from the Date (meaning of said Note) with Interest till paid. Yet said Thomas the Plaintiff requested hath not paid to said George said Sum but neglects it to the Damage of said George Twenty pounds. The Plaintiff appears by Abner Morgan Esq^r his Att^y and the Defendant three Times publicly called to come into Court makes Default of appearance here. Wherefore it is considered by the Court that said George do recover against said Thomas Twelve pounds two shillings and six pence lawful Money Damages and Costs of Court taxed at £1 18^s 6^d. Whereupon the said Thomas by Caleb Strong Esq^r his Att^y comes into Court & appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Springfield in & for the County of Hampshire on the fourth Tuesday of September next and he replevies with Sureties as the Law directs for said Thomas prosecuting said Appeal with Effect as by said Requisition appears.

Bragham
v
Rogers
No 27

James Bragham of Boston in the County of Suffolk Esq^r Plaintiff at Law of Ichabod Rogers of South Brimfield in the County of Hampshire Defendant in a Plea of the Case for that whereas the said Ichabod at said South Brimfield on the 26th day of April Anno Domini 1775 by his Note for Value rec'd promised said James by the Name of James Bragham Esq^r to pay him or Order the Sum of three pounds and eight pence on Demand with Interest. Yet said Ichabod the Plaintiff requested hath not paid the same but neglects it to the Damage of said James Ten pounds. The Plaintiff appears by Abner Morgan &

in ill^d and the Deftth three Times publicly called to come into Court makes Default of Appearance here - Wherefore it is considered by the Court that said James do recover against said Sherbrood Four pounds six shillings and four pence Lawful Money Damages & Costs of Court taxed at £2. 12. 8 & thereof &c

Comp 1012
Sung
No 28

Jonathan Thompson of Springfield in the County of Hampshire Deftth vs William King of Wilbraham in the same County Plaintiff in a Plea of the Case for that the said William at said Springfield on the thirteenth Day of July last, past by his Note for Value received promised said Jonathan to pay him on Order thirty two pounds seventeen shilling & eight pence in Lawful Silver Money on Demand with Interest till paid. Yet said William tho^o often requested hath not paid to said Jonathan said Sum but neglects it to the Damage of said Jonathan thirty pounds - The Pl^{ff} appears by Abner Morgan Esq^r his Att^y and the Deftth comes & moves that this Action may be continued and it is considered by the Court that the said Parties have Day here untill the last Thursday of August next &c

Cato Pompey
vs
Amos Dewey
No 29

Cato Pompey of Morison in the County of Hampshire Husband vs Amos Dewey of Pittsfield in the County of Berkshire Bloom^{er} Deftth in a Plea of the Case for that said Amos at Springfield aforesaid April 5th Anno Domini 1780 by one Note for Value received promised said Cato to pay him thirty hundred weight of good Blooming Iron to be delivered the first Day of May Anno Domini 1782 at the Forge in New Marlboro' with Lawful Interest till paid. The said Cato declares the said thirty hundred weight of Iron at the said Forge is well worth seventy two pounds Lawful Money - Yet said Amos tho^o often requested hath never delivered said Iron altho^o said Cato was always ready to receive the same a brand Forge or any way, fulfilled his said Promise but neglects it to the Damage of said Cato eighty two pounds - The Pl^{ff} appears by Abner Morgan Esq^r his Att^y and the Deftth three Times publicly called to come into Court makes Default of Appearance here - Wherefore it is considered by the Court that said Cato do recover against said Amos Seventy pounds seventeen shillings & six pence of Lawful Money Damages and Costs of Court taxed at £14. 11. 8 & thereof &c
Exonist Decem^r 16. 1782

Clcott
vs
Daniel
No 31

John Clcott of Hartford in the County of Hartford & State of Connecticut vs Daniel Hannan of Worthington in the County of Hampshire Deftth in a Plea of the Case for that said Daniel at Hartford aforesaid on the eighteenth Day of July Anno Domini 1784 by his Note for Value received promised said Clcott to pay him eight pounds Lawful Money on three months from the Date with Interest meaning Lawful Interest after three months & three months then next ensuing the Date of said Note till paid. Yet said Daniel tho^o often requested hath never paid the Contents of said Note but neglects it to the Damage of John Clcott thirteen pounds - The Pl^{ff} appears by John C. Williams Esq^r and the Deftth by Phineas Esq^r moves that this Case may be continued to the next Term agreeing Judgment then shall be final, and by the Court the Case is accordingly continued to the next Term the last Tuesday of August next &c

Stebbins
v
Kewell & al
No 32

Joseph Stebbins Junr of Chesterfield in the County of Hampshire Plaintiff
v Oliver Kewell & Daniel Dana both of Exeter in the County of Hampshire
Defendants
Thomas & Solomon Kewell of Exeter in the County of Middlesex
Plaintiffs in a Plea of the Case for that said Oliver Daniel & Solomon
on the fourth Day of September Anno Domini 1781 at Spring filed a Plea
by their Note for Value received promised said Joseph to pay him or
Order Ninety seven pounds & ten shillings lawful Money to be paid
in Gold or Silver on Demand with Interest untill paid - Yet said
Oliver Daniel & Solomon the requested have never jointly or either
of them severally paid the whole Contents of said Note but neglect
it to the Damage of said Joseph Fifty pounds - The Parties now
severally appear and agree that this Case be continued to the next
Term, and it is considered by the Court that they do accordingly by
have Day here untill the last Tuesday of August next

Bourne
v
Bourne
No 33

Benjamin Bourne of Chesterfield in the County of Hampshire
Plaintiff
v Benjamin Bourne of Goshen in the same County
Defendant
Thomas & Solomon Kewell of Exeter in the County of Middlesex
Plaintiffs in a Plea of the Case for that said
Bourne at Chesterfield aforesaid on the 5th day of May Anno
Domini 1781. By his Note for Value received promised said
Bourne to pay him Two thousand three hundred & twenty
pounds in Lawful Money on Demand with Interest
till paid - Yet the said Bourne the requested has not paid
the Contents of said Note to the Plaintiff but neglects it to the Damage
of said Bourne Seventy pounds - The Parties now severally
appear and agree that this Action be continued to the next Term
and that Judgment then be final, and it is considered by the
Court that said Parties have Day here accordingly untill the
last Tuesday of August next

Gastine
v
Thomas
No 34

Joel Gastine of Goshen in the County of Hampshire Plaintiff
v Samuel Thomas of Chesterfield in the same County Defendant
Thomas & Solomon Kewell of Exeter in the County of Middlesex
Plaintiffs in a Plea of the Case for that said Samuel at
Goshen aforesaid on the 30th day of October Anno Domini 1781. by
his Note for Value received promised said Joel to pay him or
Order the sum of six pounds to be paid in Gold or Silver, three
pounds to be paid by the first Day of November then next and
three pounds to be paid by the first Day of April then next with
Lawful Interest till paid - Yet said Samuel the Defendant the
requested has not paid the Contents of said Note & Plea but
neglects it to the Damage of said Joel Ten pounds - The Plaintiff
by Gale & Strong Esq his Att^r and the Def^t the three Times publicly cal
led to come into Court makes Default of appearance here
Wherefore it is considered by the Court that said Joel do & cover
against said Samuel Six pounds three shillings & six pence
Lawful Money Damages and Costs of Court taxed at £2.0.8
and thereof &c
Exon^r 25 May 1782

Bruffington Samuel Buffington of Cusumaker in the County of Ham 6/1
vs
Orr Five now Cumington in the same County Blacksmith 2/1
N^o 35 in action of Trespass on the Case for that said Hugh at said
N^o Two on the thirty first Day of March Anno Domini 1777 by
his Note for Value received promised the said Samuel to pay him or
Order One hundred pounds lawful Money by the first day of January
Anno Domini 1778 with lawful Interest for the same & also for that
said Hugh at Number Five in what Spring field aforesaid on the
31st day of March Anno Domini 1777 by his other Note of Hand
for Value rec^d promised said Samuel to pay him or Order
another Sum of One hundred pounds by the first day of Janu-
ary Anno Domini 1779 with lawful Interest for the same —
Yet the said Hugh tho often requested hath not paid the contents
of either of said Notes to said Samuel but neglects & refuses to
do it to the Damage of said Samuel Three hundred pounds

The said Parties severally appear and agree to refer this Case &
all Demands to the Award Arbitrament and final Determin-
ation of Robert Breck Esq^r & Dr Eben Hunt both of Northampton
and Jonathan Ludd Jun^r Esq^r of Southampton all of the said
County of Hampshire who are to hear the said Parties and the
Award of them or any two of them is to be final, to be returned
to this Court Judgment to be entered up & Execution issued
accordingly, and this Case is continued to the next Term

Smith Elisha Smith of Sunderland in the County of Hampshire Roman
vs
Arms Seth Arms of Deerfield in the same County Roman Debt
N^o 36 in action of Trespass on the Case for that said Seth at Spring field
aforesaid on the 27th day of October Anno Domini 1781 by his
Note for Value rec^d promised said Elisha to pay & deliver unto
him in Sunderland fifty bushells of good merchantable Rye
on Demand with Interest till paid and the said Elisha avers
that good merchantable Rye at the Time of making the said
Note was since hath been and now is reasonably worth
two shillings by the bushell, and that he always hath been re-
ady to receive the same of said Seth — Yet said Seth tho often re-
quested hath not paid & delivered said Rye or any part thereof
to said Elisha but neglects it to the Damage of said Elisha
Fourteen pounds — The Parties now severally appear & agree that
this Action be continued to the next Term and that no Costs be
then taxed in the Bill of Costs, and it is considered by the Court that
the said Parties have Day here accordingly on till the 1st Tuesday of
of August next

Wilde App^t Silent Wilde of Katesbury in the County of Hampshire Plaintiff
vs
Bryant App^t Benjamin Bryant of Christfield in the County of Ham-
psire Defendant Appellee From the Judgment of Pearce & Potter Esq^r at a
Trial before him at Hatley on Monday the 25th day of February Anno
Domini 1782 when & where the said Silent was Plaintiff and the said
Benjamin was Defendant in a Plea of Trespass on the Case for his not pay-

ing him Nineteen shillings and Six pence for sundry New Papers
which said Benjamin had at his special Instance & Request of
said Silents and for which he promised to pay him & and at
which Trial Judgment was rendered that said Benjamin do
recover his Costs against said Silents taxed at three shillings
and ten pence. From which Judgment the said Silents by In.
C Williams Esq his Att^y appeared to this Court - And now at this
Time the Parties severally appear and agree to refer this Case to the
final Judgment of Captⁿ Elijah Hunt Captⁿ Samuel Clark and
Mr Quinter Porroy who are to hear the said Parties and the
Judgment of them or any two of them is to be final & returned to
this Court, Judgment to be made up & Execution issued accord-
ingly - And the Action is continued to the next Term

Hooker & al
vs
French & al
No 38

James Hooker Gent & Horace Hooker Gent both of Windsor in the
County of Hartford & State of Connecticut vs Wm John French Geo-
man & William French Thomas both of Montgomery in the Coun-
ty of Hampshire Defts in a Plea of the Case for that said John & Will-
iam at said Springfield on the 30th day of August last past
by their Note for Value received promised said James & Horace
to pay them Sixty seven pounds Nineteen shillings & three pence
lawful money in Silver with the Interest for the same till paid, in a
reasonable Time to wit on Demand - Yet said John & William
the often requested have never paid said James & Horace said
Sum but neglects it to the Damage of the said James & Horace Eight
ty pounds - The Pl^{ff} appears by Samuel Fowler Gent his Att^y and
the Deft^s the three Times publicly called to come into Court make Default
of appearance here - Wherefore it is considered by the Court that s.
James & Horace do recover against said John & William Forty Nine
pounds One shilling & five pence lawful money Damages and Costs of Court
taxed at L^{ts} 13. 6 & the of & Execⁿ of June 10. 1782

Fowler
vs
Lathwell
No 39

Samuel Fowler of Westfield in the County of Hampshire Gent Pl^{ff} vs
John Lathwell Jun^r of Westfield a foreman Thomas Deft in a Plea of
the Case for that said John at said Westfield on the 10th day of January last
past by his Note for Value received promised said Samuel to pay him or
Order Three pounds Sixteen shillings in & p^{ar}ts m^{ul} Dollars in
Six shillings each on Demand with lawful Interest for the same till
paid - Yet said John the often requested hath never paid said
Sum but neglects it to the Damage of said Samuel Six pounds -
The Pl^{ff} appears and moves that this Action may be continued because
the Deft was out of the State at the Time of Service and ever since &
by the Court is is considered said Parties have Day here accordingly
until the last Tuesday of August next

Stiles
vs
Arnold
No 40

Joseph Stiles late of Southwick in the County of Hampshire Thomas
Pl^{ff} vs William Arnold late of Westfield in the same County Thomas
Deft in a Plea of the Case for that said William at said Springfield on
the second Day of June last past by his Note for Value received prom-
ised said Joseph to pay him seven pounds & two shillings in Silver
money on Demand with lawful Interest for the same till paid
Yet said William the often requested hath never paid said Joseph the
same but neglects it to the Damage of said Joseph Eight pounds - The Pl^{ff}

appears by Samuel Fowler Gent his Att^y and the Deft the three Times
publicly called to come into Court, makes Default of Appearance here
Wherefore it is considered by the Court that said Joseph do recover against
William Three pounds seven shillings & eleven pence lawful Money of Lam
ages and Costs of Court taxed at £1. 10. 6 & thereof &c

Whereupon the said William by John Phelps Gent his Att^y comes into Court
and appeals from the Judgment of this Court to the Supreme Judicial
Court to be holden at Springfield in and for the County of Ham, where
on the fourth Tuesday of September next and he waives with
Sureties as the Law directs for the said Williams prosecuting his
Appeal with Effect as by said Rescuerance on File it appears

Fowler
vs
Ballard
No 12

Bildad Fowler of Westfield in the County of Hampshire Plaintiff
vs
John Ballard of Westfield aforesaid Defendant in a Plea of the Case for
that said John at said Westfield on the 28th day of November Anno Domini
1784 by his Note for Value rec^d promised said Bildad to pay him or Order
One pound four shillings and eight pence lawful Money & demands with
Use till paid Also for that said John at said Westfield on the 18th day
of April Anno Domini 1788 by his other Note for Value rec^d promised
said Bildad to pay him three pounds & six shillings Silver Money of
this State in a reasonable Time with lawful Interest for the same from
August the first Day next meaning next ensuing the Date of said Note
But the said John the often requested neglects & refuses to pay him the
the Damage of said Bildad Eight pounds The Deft appears by
Samuel Fowler Gent his Att^y and the Deft the three Times publicly
called to come into Court makes Default of Appearance here Where
fore it is considered by the Court that the said Bildad do recover
against said John Five pounds three shillings & nine pence
lawful Money Damages and Costs of Court taxed at £1. 9. 4 &
thereof &c
Done at Springfield June 20 1782

Penfield
vs
Dodge
No 13

Daniel Penfield of Granville in the County of Hampshire Plaintiff
vs
Rufus Dodge of Windsor in the County of Berkshire Defendant in
a Plea of the Case for that said Rufus at Roxbury to wit at Spring field
aforesaid on the 20th day of March Anno Domini 1788 by his Note
for Value rec^d promised Smith & Sparhawk to pay them or Order
Two hundred & seventy pounds lawful Money in four Weeks
from the Date meaning the Date of said Note for pay all Damages &
afterwards to wit the same 20th day of March at Springfield aforesaid
the said Smith & Sparhawk by their Indorsement on the said Note af-
signed the same unto the said Daniel and ordered the contents thereof
then wholly unpaid to be paid to said Daniel of all which the said
Rufus then & there instantly afterwards had notice so became liable
to pay the Contents of said Note to said Daniel accordingly & being
so liable the said Rufus then & there in Consideration thereof promised
said Daniel to pay him the same accordingly ~ Nevertheless said Rufus
the often requested has never paid the same but neglects to do so to the
Damage of said Daniel Six pounds The Deft appears by John Chand-
ler Williams Gent his Att^y and the Deft the three Times publicly called
to come into Court makes Default of Appearance here ~ Wherefore
it is considered by the Court that said Daniel do recover against
said Rufus Three pounds sixteen shillings & six pence lawful
Money Damages & Costs of Court taxed at £1. 16. 2 & thereof &c
Done at Springfield June 7 1782

Olde
21
Dodge
No 44

Benjamin Olde of Granville in the County of Hampshire Thomas
Duffus Rufus Dodge of Windsor in the County of Berkshire Gent D. P.
in a Plea of the Case for that said Rufus at Roxbury to wit at Spring
field aforesaid on the fourth Day of September Anno Domini 1778
by his Note for Value recd. promised One Joseph Ruggles to pay
him or Order One hundred & twenty One pound two Shillings and
six pence with Interest till paid - And afterwards to wit on the
first Day of April instant at Springfield aforesaid the said Jo:
seph by his Indorsement on said Note assigned the same unto said
Benjamin and ordered the Contents thereof then wholly due to be
paid to said Benjamin according to the Tenor thereof of all which
the said Rufus then & there immediately afterwards had Notice and
so became liable to pay the Contents aforesaid of the Note aforesaid
unto said Benjamin, and being so liable promised to pay the
same accordingly on Demand - Nevertheless the said Rufus the often
requested has never paid the same but neglects to do so to the
Damage of said Benjamin Thirty three pounds - It appears
by John Chandler Williams Esq. his Att^y and the Defts the three Times pub
licly called to come into Court make Default of Appearance here
Wherefore it is considered by the Court that said Benjamin do reco
ver against said Rufus Thirty two pounds fourteen shillings
and six pence lawful Money Damages and Costs of Court taxed
at £1. 10s. 2 & three of 8^c Exon ift June 7. 1782 -

Penfield
21
Merry & Brown
No 45

Daniel Penfield of Granville in the County of Hampshire Thomas
Pepser Ebenezer Merry of Washington in the County of Berkshire
Gent and Richard Brown of a Place called New Lebanon in the
County of Albany & State of New York Thomas Defts in a Plea of the
Case for that said Richard and Ebenezer at Pittsfield to wit at
Springfield aforesaid on the 19th day of April Anno Domini 1781
by their Note for Value recd. promised One Rufus Allen to pay him
or Order Twenty five pounds four shillings lawful Money and
and in Gold or Silver with Interest till paid and afterwards to
wit at said Springfield on the first Day of April instant the said
Rufus by his Indorsement on said Note assigned the same unto
the said Daniel and ordered the Contents thereof then wholly unpaid
to be paid to said Daniel of all which the said Richard & Ebenezer
then & there immediately afterwards had Notice and so became liable
to pay the same unto the said Daniel and being so liable the said
Richard and Ebenezer then & there in Consideration thereof promised
the said Daniel to pay him the Contents of the Note aforesaid accord
ing to the Tenor thereof - Nevertheless said Richard & Ebenezer the
often requested have never paid the same but neglect it to
the Damage of said Daniel Thirty pounds - It appears by John Chandler Williams Esq. his Att^y and the Defts
the three Times publicly called to come into Court make Default
of Appearance here - Wherefore it is considered by the Court that
said Daniel do recover against said Ebenezer and Richard Twenty
six pounds fourteen shillings and two pence lawful Money Dam
ages and Costs of Court taxed at £1. 10s. 2 & three of 8^c Exon ift June 7. 1782 -

Abel
Tracy
No 46

Abel & Tracy of Springfield in the County of Hampshire
Plaintiff vs Daniel Tracy of Windsor in the County of
Berkshire Defendant in a Plea of the Case for that said Daniel
at Springfield aforesaid on the 16th day of July last past by his
Note for Value received promised One Moses Crockett to pay him
or Order six pounds sixteen shillings & four pence in Silver or
Gold with Interest and afterwards the said Moses at Springfield
aforesaid on the first Day of April instant by his Indorsement
on said Note assigned the same note the said Abel & ordered
the Contents thereof wholly unpaid to be paid to the said
Abel of all which the said Daniel then & there immediately
afterwards had Notice and so became liable to pay the same
unto said Abel and being so liable then & there in Consideration
thereof promised said Abel to pay him the same. Nevertheless
said Daniel the often requested has never paid the same but
unjustly refuses to do it to the Damage of said Abel Ten
pounds. The Plea appears by I Chas Williams but he did
and the Deft the three Times publicly called to come onto Court
makes Default of appearance here. When, how it is consid-
ered by the Court that said Abel do recover against said Daniel
six pounds sixteen shillings and three pence lawful Money
Damages and Costs of Court taxed at £. 17. 9 & thereof he
Execr i p. Term 7. 1782

Smith & al
Chapman
No 47

Ralph Smith and Nathaniel Sparhawk both of Roxbury in the
County of Suffolk Merchants Petrs vs Abner Chapin of Pelham
town in the County of Hampshire Defendant in a Plea of the Case
for that the said Abner at Roxbury to wit at Springfield aforesaid
on the 14th day of August last past by his Note for Value received
promised them by the Name of Smith and Sparhawk to pay them or
Order six pounds sixteen shillings Silver Money upon Demand
with Interest untill paid. Yet said Abner the often requested
has never paid the same but unjustly refuses to do it to the
Damage of said Ralph & Nathaniel Nine pounds. The said Par-
ties severally appear and agree that this Action be continued to the
next Term, and that no Trial be then allowed and Judgment
to be final - and it is considered by the Court that the said Par-
ties have Day here accordingly untill the last Tuesday of August next.

Boltwood & al
Shepherd & al
No 48

Mary Boltwood Wid & Ebenezer Boltwood & Thomas both of New
Haven in the County of Hampshire Executors of the last Will & testa-
ment of Solomon Boltwood late of New Haven aforesaid deceased
Petrs vs Willard Shepherd late of Windsor in the County of
Berkshire Defendant in a Plea of the Case for that they render to the
said Mary and Ebenezer Thirty pounds four shillings and eight pence
lawful Money which they unjustly detain &c. as may be seen at
large in the original Writ on the files of this Court. The Plea being now

three Times publicly called to come into Court ~~are~~ ^{are} ~~and~~ ^{and} the
Depts by John Chandler Williams sent the writt^{ts} come here and
pray Judgment for their costs and it is considered by the Court
that the said Depts do recover against said May and Stencher
their costs taxed at Seventeen shillings and four pence & three of the

James
vs
Chashe
No 49.

Abel James of Windsor in the County of Berkshire Heron Alfred
Abner Chashe of Belcherstown in the County of Berkshire Trader
Deft in a Plea of Trespass on the Case for that whereas the said Abner
on the 30th day of September Anno Domini 1788. at Springfield aforesaid
bargained and agreed with the said Abel of and concerning the
Transport of four Loads of Merchandise and the said Abel then &
there at the special Instance and Request of the said Abner undertook
to transport four Loads of Merchandise to wit two Loads from Adams
in the County of Berkshire and carry and deliver One Load of the
same at Amherst & One at Northampton in the County of Hampshire
and take One Load from said Amherst and One Load from North
ampton aforesaid of a Tonnage at deliver the same at Adams
aforesaid to William Ferrand, in Consideration of the aforesaid Under
taking of the said Abel, the said Abner undertook & then & there faithfully
promised the said Abel to pay and deliver to him thirty One
Dollars in New England Curr^{re} at the Rate of One Dollar for a Gallon
and One bushell of Home made Salt at the Rate of four Dollars a
bushell to wit at Windsor in the said County of Berkshire in One
month the Time of making this Agreement, to wit in One month
from the 30th day of September aforesaid. And the said Abel avers
that after and in Consequence of the aforesaid Agreement he did
immediately transport One Load from Adams aforesaid to Am
herst aforesaid, and took a Load from the said Abner at Amherst
and delivered the same at the Dwelling House of Capt^m Barnes in
Adams aforesaid and did then & there to wit in fourteen Days
from the Day of making the said Agreement with the said Abner at
Adams aforesaid ask for another Load to be delivered to him by the
said Abner his agent to be transported to Northampton aforesaid &
the said Abel then & there waited a reasonable Time for said Loading
to wit, One whole month from the Day of making the aforesaid Bar
gain & Agreement nevertheless the said Abner never was ready to
deliver said third Load at Adams aforesaid, nor any Person to do
the same for him, by means thereof great Loss and Damage accrue
ed to the said Abel; the said Abel was thereby prevented fulfilling
and performing the whole of his said Bargain & Agreement for
transporting the four Loads of Merchandise aforesaid, and was also
by this Disappointment delayed in his the said Abels Business
and prevented and hindered from engaging in the Transport
of Merchandise for Others to wit for twenty Days — Also the said
Abel further declares that at Windsor to wit in Springfield aforesaid on
the 26th day of November & Year aforesaid the said Abner in Consideration
that the said Abel had at the special Instance and Request of the said
Abner done & performed before that Time divers Services Labour & Work
in transporting Merchandise for the said Abner in the said Abels
Business as a carrier & other Work Labour & Service for the said Abner
at his the special Instance & Request, undertook and to the said Abel then
and there faithfully promised to pay him so much Money as he
had reasonably deserved to have from the said Abner for the same

and the said Abel doth aver that he reasonably deserved to have from 70
the said Abner for the same the Sum of Nine pounds Nine shillings
and six pence lawful money that is to say at Windsor aforesaid whereof the
said Abner on the same Day & Year aforesaid there had value. Nevertheless the
said Abner not regarding his said several Promises & undertakings aforesaid
so made as aforesaid but contriving & fraudulently intending to deceive
and defraud the said Abel in this behalf hath not delivered to him the
aforesaid thirty One Dollars in New England Rum at the Rate of One
Dollar per Gallon as aforesaid and the One bushell of home made Salt at
Four Dollars per bushell as he promised nor paid the aforesaid Sum
of money, but neglects and refuses to do it to the Damage of said
Abel Twenty pounds. The Plf appears by Thomas Gold.
Gent his Att^y and the Def^t by his Att^y comes into
Court and prays that this Action may be continued to the next
Term because he is unable to bring into Court a material
Witness in this Case at this Time and it is considered by
the Court that the said Parties have Day here untill the last Tues
day of August next.

Parsons App^y Ebenezer Parsons of Belchertown in the County of Hampshire
27
House Carpenter Appellant v William Ames of Hadley in the
Acres App^y same County Thomas Appellee From the Judgment of Chase
N^o 50. Porter Esq^r at a Trial before him at Hadley on Monday the 29th
Day of April Anno Domini 1782 when and where the said
William was Plf and the said Ebenezer was Def^t in a Plea
of Trespass on the Case for that said Ebenezer at Hadley aforesaid on
the 28th day of April Instant was justly indebted to the said William
in the Sum of thirty five shillings and six pence Silver
Money to ball^l book Accounts and then & there in Consideration
thereof promised said William to pay him the same on Demand
but hath not done it to the Damage of said Ebenezer Forty
shillings and at which Trial Judgment was rendered
that the said Ebenezer do recover against said William thirty five
shillings Debt and Costs of Suit taxed at ten shillings & One penny
from which Judgment the said Ebenezer appealed to this Court
And now at this Time the said Parties appear and agree to re-
fer this Case to the Award Judgment and final Determination
of Mag^r Nathaniel Peck Alexander Smith & Eli Parker
all of Amherst and the Award of them or any two of them is
to be final, to be returned to this Court Judgment to be made
up and execution issued accordingly, and this Action is
continued to the next Term.

Stendrick
27
Franklin
N^o 51. James Hendrick of Amherst in the County of Hampshire Gent^l
Plf v Henry Franklin of Amherst aforesaid Tenant Def^t in
a Plea of Covenant broken for that whereas by a certain Indenture
were made the third Day of April Anno Domini 1781. between
him the said James of the One part and the said Henry of the other
part, the other part whereof sealed with the Seal of the said Hen-
ry the said James will produce in Court the Date whereof is the
same Day & Year as the said James for and in Consideration of the
Agreements Covenants and Contracts in the said Indenture after

Hendrick
Franklin

specified on the part of ^S Henry to be done & performed & did cleave
in lease and to farm let unto the said Henry all the improve
mowing and plowing in the Farm that the said James did
then dwell and live on in said Amherst containing about One
hundred & twenty acres, and lying East on Holland Brook to Simon
Baker's Land and bounded South on Major Dickinson's Land
and West of the County Road on Aaron Warner & Weston Lane
of John Dickinson North by Land of Stephen Cote & Peter Smith, to
be used and improved by said Henry for the Term of five Years
from the same Date in a good and husband like Manner, the
said James to build a new Barn forty feet long & thirty feet
wide to be well made & completed by the first day of July
then to be in the Year of our Lord eleven hundred eighty two
the said James to have the Use of One Room in the House on said Farm
if required and to have the Use of said Farm unto said
Henry free & clear from all Taxes & Rates of whatever kind and
said Henry to pay and deliver unto said James annually fif-
teen pounds in Money equal in Value to the Value of the Money
as it was current in the Year 1774 or in merchantable Grain
in Value thereof, that is to say Five three shillings by the bushell
Wheat at four shillings by the bushell and Indian Corn at two
shillings by the bushell, all the produce of said Farm to be spent & made
Use of on the same & not conveyed off except the Grain during the
said Term; said Henry not to dispose or make Use of any the
Timber on said Farm otherwise than for making & repairing
Tenues, and also to pay all Taxes & Charges that may or shall arise
or be made upon said Farm from the aforesaid Date during
said Term; and leave said Farm free & clear from all Taxes
and Rates at the Expiration of said Term; also to have the Mowing
and plowing & pasturing Land and all the Tenues in as good Re-
pair as they then were, and all the Buildings on said Farm to
be kept in good Repair during said Term; also the Orchard on
said Farm not to be improved more than once in two Years
by plowing, but to be pruned Once every Year as should be wanted
also the said Henry to board two Workmen three weeks in said
Term for the said James, and also the said Henry not to dispose
of said Land by any means or Manner or Way during the Term
and the said Henry to have full Right to possess and enjoy said
Farm during said Term rendering & delivering unto the said
James in the same Manner as is above agreed & specified with
Respect to the aforesaid five Years - And the said James & Henry
did in and by the same Indenture further covenants for themselves
respectively and for their respective Executors & Administrators
with each Other & their respective Executors & Administrators to do per-
form execute observe and permit all & every Matter Article or
Thing therein before agreed specified or mentioned by each of
them respectively to be done or performed executed & suffered or
permitted according to the true Intent and meaning of the same
Indenture - By Virtue of which Deed the said Henry afterwards
to wit, on the same Day into the demised Premises did enter and was

Hendrick
Franklin

and that of yet is possessed; and the said James in
fact says, that altho he hath well and faithfully accord- 71
ing to the Form and Effect of the same Indenture performed and
kept all & singular the Covenants and Agreements in the same
Indenture above specified on the part of the said James to be ob-
served performed and kept, the said Henry hath not paid
to the said James the Sum of fifteen pounds of the Value above
expressed to the said James from the said Henry due of the Rent
aforesaid for the said demised Premises for the Year next fol-
lowing the Date of the same Indenture ended the third Day of
April current, nor the Value of that Sum in merchantable
Grain at the Price & Value above expressed, which said Sum of
the Value aforesaid or the Value thereof in merchantable Grain
at Value price or Prices aforesaid the said Henry ought to have
paid to the said James on or before the said third Day of April
last aforesaid according to the Form & Effect of the Indenture
aforesaid, and the said James was always then ready to receive
the same, and so the said James says that the said Henry the
requested hath not kept his said Covenant with the said James
in this respect as aforesaid made but hath broken & not per-
formed & still refuses to perform the same to the Damage
of said James Twenty five pounds. The Deft appears
by Simon Strong Esq. his Att^y and the Deft by

his Att^y comes and moves that this Action may
be continued to the next Term, and it is considered by the
Court that said Parties have Day here accordingly untill
the last Tuesday of August next.

Bryant
Warner
1752

Benjamin Bryant of Chesterfield in the County of Hampshire
Husbandman. Pl^{ff} at Elyah Warner of the same Chesterfield
Yeoman Deft in a Plea of Trespass on the Case for that said
Elyah at Chesterfield aforesaid on the twentieth Day of Sep-
tember Anno Domini 1748 was indebted to said Benjamin
in the Sum of Six hundred Sixty Six pounds & eight shillings
lawful Money for so much Money by the said Elyah to the
Use of the said Benjamin before that Time had & received & being
so indebted the same Elyah in Consideration thereof afterwards
to wit the same Day & Year last above said at Chesterfield aforesaid
assumed on himself and to the same Benjamin then & there
partially promised that he the same Elyah the same Six hundred
and Sixty Six pounds & eight shillings to the said Benjamin
when he should be thereto afterwards required well & faithfully
by would pay and content. The said Elyah the often requested
hath not paid the same to the Damage of said Benjamin
Two hundred pounds. The said Parties now appear and agree
to refer the Case and all Demands to the Award & Determination of Capt^t Elyah Thent, Capt^t Sam^l Clark & M^r Quarters
Pomroy, who are to hear the Parties, and the Award of them or any two
of them is to be final, Judgement to be made up and Breach proved
accordingly, and the Action is continued to the next Term the last
Tuesday of August next.

Could
Willard
No 53

Benjamin Brewster Gained of Sea, with in the County of Hampshire Gent
Plff in a Plea of the Case for that said Benuear at Springfield
on the last Day of December last at the Request of said Aaron to wit that
same had sold to him sundry Goods &c according to the Schedule annexed
to the Writ, said Aaron in Consideration thereof promised to pay
said Benuear there for so much Money on Demand as said Goods
were worth, and the Plff avers said Goods were worth Three pounds
thirteen shillings - But said Aaron hath not paid the same to the
Damage of said Benuear Nine pence - The Plff being
now three Times called in Nonsuit, and the Deft by his Att^y
comes and prays he may be allowed his Costs, and it is consid-
ered by the Court that said Aaron do recover against said Benuear
over his Costs, which the Deft by his Att^y now here in Court acknowledges he has received

McKell
No 54

Joseph M. Wall of a Plea called. Whuelst Equivalent in the County
of Berkshire Gent Plff v. Hannahs Bds of Belchertown in the County
of Hampshire Administrators of the Estate of Jonathan M. Thom-
as late of said Belchertown deceased & in said Capacity Deft in a Plea
of the Case for that the said Jonathan in his Life Time at Westfield
at said Springfield on the 25th day of May 1782 by his Note for Value
received promised the said Andrew Cowell to pay him or his Order the
Sum of twelve pounds in six months from the Date of said Note with
Interest till paid, and the said Andrew Cowell the Day & Year last above
said at Springfield aforesaid by his Indorsement on the said Note for
Value received appointed the Contents of the said Note to be paid to the
Plff or his Order of which the said Jonathan then & there had Notice and
by Reason of the Premises being liable then & there in Consideration thereof
promised the Plff to pay him the Contents of said Note according to
the Tenor thereof - But said Jonathan in his Life Time the requested never
paid the same nor hath the said Hannahs since the Decease of Jonathan
ever paid the same to the Damage of said Joseph Twelve pounds
The Plff appears by Dwight Foster Esq^r his Att^y and the Deft the three
Times publicly called to come into Court makes Default of appear-
ance here - Wherefore it is considered by the Court that said Joseph
do recover against said Hannahs in her said Capacity Five pounds
seven shillings of lawful Money Damages and Costs of Court taxed
at £2.10.0 and thereof &c
Exon^o p^o June 10. 1782

Whitcomb
No 55

Lot Whitcomb of New Braintree in the County of Worcester Plff
v. Thomas M. Chantock of Ware in the County of Hampshire the same
Deft in a Plea of the Case for that the said Thomas by the Name of Thomas
M. Chantock Esq^r at Ware aforesaid on the 23rd day of November 1788
by his Note for Value received promised one William Anderson to pay
him or Order Eighteen pounds in three months from the Date of said
Note with Interest till paid and the said William Anderson the same
Day Year & Place last above said by his Indorsement on said Note
for Value received appointed the Contents of said Note to be paid
to the Plff or his Order of which the said Thomas then & there had due
Notice and by Reason of the Premises being liable in Consideration
thereof then & there promised the Plff to pay him the Contents of said Note
according to the Tenor thereof - But said Thomas the requested hath not paid
the same to the Damage of said Lot Ten pounds - The Plff appears by
Dwight Foster Esq^r his Att^y and the Deft the three Times publicly called
to come into Court makes Default of appearance here - Wherefore

fore it is considered by the Court that said Lot do recover 72
against said Thomas. Three pounds ten shillings of lawful
Money Damages and Costs of Court taxed at £2.10.4 & the exp^s
Exon^{is} June 10. 1782

Penfield
vs
Tracy
No 57

Daniel Penfield of Granville in the County of Hampshire Plaintiff
vs Daniel Tracy of Windsor in the County of Berkshire Defendant
A Plea of the Case for that said Tracy at Ashuelot Equivalent tri at
Springfield aforesaid on the third Day of July last by his Note for
Value received promised said Penfield to pay him or Order seven
pounds seven shillings and seven pence lawful Silver Money on
Demand with the Interest till paid. and after wards on the same Day
& Year last aforesaid the said Penfield by his Auditor named appoin-
ted the contents of said Note to be paid to the said Penfield of which
the said Tracy then & there had Notice & so became liable & in considera-
tion thereof promised said Penfield to pay him the same accordingly
on Demand. Nevertheless said Tracy tho' often requested hath
never paid the same but neglects it to the Damage of the said
Penfield in perjury. The Def^t appears by J Chandler
Williams Gent his Att^y and the Def^t the three Times publicly
called to come into Court makes Default of Appearance
here. Wherefore it is considered by the Court that said
Daniel Penfield do recover against said Daniel Tracy
Seven pounds fourteen shillings and six pence lawful Mo-
ney Damages and Costs of Court taxed at £2.10.0 & the exp^s
Exon^{is} June 7. 1782

Pellon
vs
Hickock
No 58

Rufus Pellon of Groton in the County of New London & State of Connecticut
Plaintiff vs Aaron Hickock of Pittsfield in the County of Ber-
kshire Defendant
A Plea of the Case for that said Aaron at
Ashuelot Equivalent to what is now said aforesaid on the 14th
day of January last by his Note for Value received promised
said Rufus to pay him two barrels of good Rock Salt to be
delivered at his May Cady's in said Ashuelot Equivalent on One
Month from the Date (meaning the Date of said Note) and the
said Rufus avers that he was ready to receive said Salt at the
Time & Place aforesaid; and that said Salt was well worth the
value in pounds at the Time when it should have been delivered but
at Springfield aforesaid. Yet said Aaron tho' requested hath
not paid the same but refuses to do it to the Damage of said
Rufus in perjury. The Def^t appears by J Chandler Williams
Gent his Att^y and the Def^t the three Times publicly called to come into
Court makes Default of Appearance here. Wherefore it is consid-
ered by the Court that said Rufus do recover against said Aaron
Four pounds seventeen shillings and five pence lawful Money
Damages and Costs of Court taxed at £2.12.6 & the exp^s
Exon^{is} June 7. 1782

Cadwell
Compl^y
vs
Lee
No 59

Timothy New Timothy Cadwell that at a Justice Court holden before
himself Nathaniel Esq^r One of the Justices of the Peace for the County of
Hampshire on Monday the 29th Day of April last he received Judg-
ment against Stephen Lee of Westfield in said County Defendant for the
sum of thirty six shillings lawful Money Damages, Costs of Court

from which Judgment said Stephen appealed to this honorable Court and required to prosecute his said Appeal but has failed to do so. he therefore prays Affirmation of former Judgment with additional Damages & Costs. Therefore it is considered that said Timothy do recover against said Stephen One pound sixteen shillings of lawful Money Damages and Costs of Suit taxed at £2.0.2 and thereof &c.

Admⁿ on Estate
of Sarah Ball
Petⁿ for sale of
Real Estate

Matthew M^r Clerk Administrator on Estate of Sarah Ball late of Middlebury, filed in the County of Hampshire deceased humbly shews that the whole Estate both Real & personal of the said Sarah is insufficient to discharge the Debts due from said Estate as by a Certificate from the Register of Probate for said County herewith exhibited appears, he therefore prays he may have Liberty to sell the Real Estate of the said Sarah to discharge the Debts due from said Estate &c. And thereupon it is by the Court considered that said Administrator may make sale of the Real Estate of said Sarah for the purpose aforesaid, he duly observing the Directions of the Law touching such Sales.

The foregoing Judgments Orders &c. being made and entered up in the Court as aforesaid and then the Court adjourned without Day.

Mr. Robt. Breckin

August
Term 1782

Commonwealth of Massachusetts 73

Hampshire. After inferior Court of Common Pleas holden at Springfield mand. for the County of Hampshire on the last Tuesday of August being the twenty seventh Day of said month and from Day to Day to the 31st day of said Month Anno Domini 1782—

Justices of the said Court presents

Timothy Danielson Esq^r

Seather Porter Esq^r

John Bliss Esq^r

Samuel Hather Esq^r

Jury of Trials

Samuel North Esq^r

Abner Hale

Phineas Parsons abt

Bartholomew Brown

James Avery

Enos Goodman

Samuel Smith

Harvey Chapman abt

Asa Mott Esq^r

Aaron Dewar

William Throp

Nicholas Groves abt

Thomas Gille Esq^r

David Bliss

Noah Warriner

Continued Cases

Ernell

May Whorles

Simon Ernell of Stafford in the County of Hartford & State of Connecticut Plaintiff vs. Samuel May Whorles of Palmer in the County of Hampshire Husbandman Defendant in a Plea as is of Record at large heretofore. The Plaintiff being now three Times publicly called is Nonsub and the Defendant defaulted and the Action is dismissed.

Warner

Locks adm^r

Jonathan Warner of Hadley in the County of Hampshire Plaintiff vs. Mary Locke Widow and John Pover Esq^r both of Shutesbury in the same County Administrators on the Estate of Joseph Locke deceased Defendant in a Plea of the Case as is at large of Record heretofore. The Plaintiff being now three Times called is Nonsub and the Defendant defaulted and the Action is dismissed.

Scott & W^r

Belding & W^r

David Scott of Whately in the County of Hampshire Plaintiff vs. Samuel Belding of Hatfield in the County of Hampshire Defendant of the Last Will and Testament of Reuben Belding late of said Hatfield dec^d Defendant in a Plea of the Case as is at large of Record heretofore. The said Parties now severally appear and Oliver Partridge Esq^r & others heretofore appointed Reporters now bring in to Court their Award, wherein they do adjudge award & determine that the said Samuel do pay as Executors aforesaid to David Scott One hundred & fourteen pounds eleven shillings & One penny Silver Money which includes the Debt due and Charges of the Executors only which said Report is accepted and it is considered by the Court that said David Scott do recover against said Samuel One hundred & fourteen pounds eleven shillings & One penny lawful Money Debt and Costs of Court taxed at 2s 2d 18th 10th & there of &c. Exp^{ts} paid Sep^r 13. 1782

Weeks
11
Woodbridge

Thomas Weeks of Goshen in the County of Hampshire Gent Plaintiff
vs
John Woodbridge of South Hildesley in the same County Gent Defendant
in a Plea &c as it at large of Record here to fore - The said Parties
now personally appear and agree to refer this Case and all Demands
between them to the Award Judgment and Determina-
tion of Capt^l Samuel Clark Capt^l John Belmont & M^r Quarters
Purvey who are to hear the said Parties and the Award of them
or any two of them is to be final, to be returned to this Court
Judgment to be made up and Execution issued accordingly
and this Case is continued to the next Term of this Court the
second Tuesday of November next

Burk
21
Hill

John Burk of Parby in the County of Rutland & State of Ver-
mont Gent Plaintiff
vs
David Hill of Warwick in the County of Hampshire
Husbandman Defendant in a Plea &c as it at large of Record here to fore
The Plaintiff appears by J^c Williams Esq^r his Att^y and the Def^t the
three Times publicly called to come into Court makes Default of
Appearance here - Wherefore it is considered by the Court that said
John do recover against said David

lawful Money Damages and Costs of
Suit taxed at £
and there of &c

2
1
Franklin
Northampton

Chas^r Frank of Chester field in the County of Hampshire Black-
smith Plaintiff
vs
John Northampton of Hildesley in the same County Thon^r
Def^t in a Plea of Trespass on the Case as it at large of Record
here to fore and now at this Time the Def^t appears by J^c Williams
Esq^r his Att^y and the Def^t the three Times publicly called to come
into Court makes Default of Appearance here - Wherefore it is
considered by the Court that said Chas^r do recover against
North twenty eight pounds thirteen shillings and six pence
lawful Money Damages and Costs of Court taxed at £2. 11. 8
and there of &c Exon^r if^t Oct^r 17. 1782

Atwood
11
Helen

Daniel Atwood of Belchertown in the County of Hampshire Thon^r
Pl^t vs Joshua Allen of Northampton in the same County Gent Def^t in a Plea
of Trespass on the Case as it at large of Record here to fore - The Def^t now
appears by John C^t Williams Esq^r his Att^y and the Def^t the three Times
publicly called to come into Court makes Default of Appearance
here - Wherefore it is considered by the Court that said Daniel
do recover against said Joshua twenty three pounds sixteen shillings
and seven pence lawful Money Damages and Costs of Court taxed
at £2. 19. 0 and there of &c Exon^r if^t Oct^r 17. 1782

McCallen
11
Leicester

William McCallen of Greenfield in the County of Hampshire Pl^t
vs Joseph McCallen of Shelburne in the same County Cordwainer
Def^t in a Plea &c as it at large of Record here to fore - The Def^t being now called
is Nonsumt and the Def^t defaulted and the Action is dismissed

Dickinson
21
Denio

William Williams of Pittsfield in the County of Berkshire Esq^r & Annab^r
his Wife Adm^r of the Estate of Samuel Dickinson dec^d Pl^t vs
Greenfield in the County of Hampshire Thon^r Def^t in a Plea &c as it at
large of Record here to fore - The Def^t appears by John C^t Williams Esq^r his Att^y and
the Def^t the three Times publicly called to come into Court makes Default
of Appearance here - Wherefore it is considered by the Court that the Pl^t
do recover against said Thon^r thirteen pounds ten shillings and six pence and
Costs of Court taxed at £2. 10. 4 and there of &c Exon^r if^t Oct^r 14. 1782

Dickinson, Adm^r William Williams of Pittsfield in the County of Berkshire 74
Esq^r & Annals his Wife Adm^r on the Estate of Samuel Di-
mison dead Esq^r & Butter Denis of Greenfield in the County of
Hampshire Homan Deft in a Plea &c as is at large of Record
hitherto - The Deft appears by J^r Williams Esq^r their Att^r and the
Deft the three Times publicly called to come into Court makes Default
of appearance here - Wherefore it is considered that said Adm^r
nistrators do recover against said Butter Eighteen pounds twelve
shillings and seven pence lawful Money Damages and Costs of
Court taxed at £ 2. 0. 0 and thereof Exec^r if^r Oct 14. 1782

Witter
Fairman & al Joseph Witter of Warrington in the County of Berkshire Homan Deft
at James Fairman of Norwich Homan & Esq^r Messrs
Field Homan both in the County of Hampshire Deft in a Plea &c
as is at large of Record hitherto the Parties now severally appear and at
the Motion of the Deft it is considered by the Court that the said Parties
have Day here untill the second Tuesday of November next

Taylor
Thing } Samuel Taylor of Warrington in the County of Hampshire Hom^r
Deft in a Plea &c as is at large of Record hitherto - The Deft ap-
pears by John Phelps Esq^r his Att^r and the Deft the three Times pub-
licly called to come into Court makes Default of appearance here
Wherefore it is considered that said Samuel do recover against
said Ebenezer Ten pounds two shillings and eight pence
lawful Money Damages & Costs of Suit taxed at £ 3. 7. 6 and
thereof Exec^r if^r Nov 18. 1782

Bagg
Dewey } Moses Bagg of Westfield in the County of Hampshire Homan Deft
at Brian Dewey of Great Barrington in the County of Berkshire
Homam Deft in a Plea &c as is at large of Record hitherto -
The Parties now appear and agree that this Case be continued without Costs
to the next Term and it is considered by the Court that they accordingly be
have Day here untill the last Tuesday of August next

Bagg
Williams } Moses Bagg of Westfield in the County of Hampshire Homan Deft
at Ruben Williams of the same Westfield Homam Deft
in a Plea of the Case &c as is at large of Record hitherto. The
Parties now severally appear, and John Ingersoll Esq^r & others
hitherto appointed Referees &c now bring into Court their
Award, wherein they do judge award that the said Moses
Bagg recover of said Ruben Williams the sum of Eleven pounds
and three pence with the Cost, which have been in the Court and
the Expence of the Reference which is eighteen shillings in Expence
Abel Whitney Bohan Esq^r and thereupon it is considered by
the Court that said Moses do recover against said Ruben
Eleven pounds and three pence lawful Money Damages and
Costs of Court including the Costs of Reference taxed at £ 3. 10. 8
and thereof Exec^r if^r Oct 1. 1782

Phelps
vs
Ashley

Wm Phelps of Westfield in the County of Hampshire Roman
Def't vs William Ashley of Westfield in the County of Berkshire
Def't in a Plea &c as is of Record heretofore The Parties now
severally appear and agree that this Action be further continued to
the next Term and it is considered that they have Day here untill
the second Tuesday of November next

Drake
vs
Tillotson

Hope Drake of Westfield in the County of Hampshire Roman
Def't vs Joel Tillotson of Granville in the same County Roman
Def't in a Plea &c as is of Record heretofore The Parties now
severally appear and Samuel Matter Esq & others heretofore
appointed Referees in this Case now bring into Court their
and thereon wherein they find and award for the Def't the
sum of Three pounds lawful money Damages and the Costs of
Replevin being £1. 2s & Costs of Court Whereupon it is
considered that said Hope do recover against said Joel Three
pounds lawful money Damages & Costs of Suit including Costs
of Replevin taxed at £ and there of &c

Thomas
vs
Fowler

Lovewell Thomas of Westfield in the County of Hampshire
Roman Def't vs Biddad Fowler of the same Westfield Roman
Def't in a Plea &c as is of Record heretofore The Parties now
appear and Aaron King and others heretofore appointed Refe-
rees now bring into Court their Award that the Def't recover
against the Def't Twelve pounds fifteen shillings & two pence
lawful money Damages and Costs of Arbitration being Nine
shillings & four pence and Costs of Court taxed at Two pounds
twelve shillings and eight pence and that this Award be a
final Settlement of all Demands And thereupon it is con-
sidered by the Court that said Lovewell do recover against
said Biddad £12. 15s 5 lawful money Damages & Costs of Suit
and Replevin taxed at £3. 2s 0 & there of &c
Specified Oct. 28. 1782

Smith
vs
Smith

Arariah Smith of Hartford in the County of Hartford and
State of Connecticut Husbandman Def't vs James Smith of Willie
Ambsburg in the County of Hampshire Roman Def't in a
Plea &c as is of Record heretofore The Parties now severally ap-
pear and Israel Chapin Esq and others now bring into Court their
Award that said Arariah do recover against said James Twen-
ty seven pounds two shillings & four pence Damages and the
Costs of Replevin amounting to Two pounds fifteen shillings and
seven pence and Costs of Court in full of his Demands &c
And it is accordingly considered that said Arariah do recover
against said James £27. 2s 4 lawful money Damages & Costs
of Suit & Replevin taxed at £5. 4s 5 and there of &c

Dwight
vs
Bagg

Nathaniel Dwight of Belchertown in the County of Hampshire Def't vs
Noble Bagg of Belchertown a free Husbandman Def't in a Plea &c as is
of Record heretofore The Parties now appear and a Motion of the
Def't it is considered that the said Parties have for this Day here untill
the second Tuesday of November next

Warr. Allen
vs
Hopkins

John E. Van Allen of Limerick in the County of Albany
and State of New York Plaintiff vs. John Hopkins of
Pittsfield in the County of Berkshire Plaintiff vs. Thomas
of the Case as is of Record here to fore. The Plaintiff appears by Thomas
Gold Gent his Att^y and the Def^t the three times publicly called to come
into Court makes Default of appearance here. Wherefore it is
considered that the Plaintiff do recover against said John Sever
pounds Six shillings and eight pence lawful Money Damages
and Costs of Court taxed at £2. 0. 0 and there of &c.

Exon. found Aug 31 1782

Mary
vs
Breck

Charles Mary of Hartford in the County of Windsor & State of Con
necticut Plaintiff vs. Samuel Breck of Northampton in the County
of Hampshire Plaintiff vs. Taylor Def^t in a Trade as is of Record here to fore.
The Parties now appear and agree that this Case be further continued
to the next Term and it is considered that they accordingly
have Day here until the Second Tuesday of November next.

Parks Adam
vs
Geer

Warham Parks of Stanfield in the County of Hampshire Plaintiff vs. Adam
Geer on the Estate of Oliver Parks late of Westfield Esq^r
defendant Plaintiff vs. James Geer of Preston in the County of New Lon
don and State of Connecticut Defendant in a Trade as
is of Record here to fore. The Plaintiff appears by John Phelps Gent his
Att^y and the Def^t the three times publicly called to come into
Court makes Default of appearance here. Wherefore it is
considered that said Warham do recover against said James
Twelve pounds nine shillings and six pence lawful
Money Damages and Costs of Court taxed at £2. 0. 0 and
there of &c.

Exon. found Sep 2. 1782

Stiles
vs
Pillotson

Maker
vs
Abb

Daniel Maker of Pickett in the County of Berkshire Plaintiff vs. Richard
Abb of Enfield in the County of Hartford & State of
Connecticut Defendant in a Trade. The Parties now appear and it is
considered that they have further Day here until the Second
Tuesday of November next and that no Costs be then allowed.

Ashley
vs
Day

Moses Ashley of West Limerick in the County of Hampshire Plaintiff vs. Thomas
Day of Northampton in the same County Defendant in a
Trade as is of Record at the last Term. The Plaintiff appears by John
Bly Esq^r his Att^y and the Def^t the three times publicly called to come
into Court makes Default of appearance here. Wherefore it is
considered by the Court that said Moses do recover against said Thomas
One hundred twenty five pounds sixteen shillings and four pence of
lawful Money Damages and Costs of Court taxed at £19. 10
and there of &c.

Exon. found Dec 4. 1782

2. Hough & Co.

2. Hough

2. Houghfield

2. Houghfield

2. Hough

2. Hough

2. Hough

2. Hough & Co.

2. Hough

2. Hough

2. Hough

2. Hough

Jonathan Hough of Brimfield in the County of Hampshire Gent. Plf
vs William Hough of Brimfield in the same County. Def. Sept 21. 1782
as is of Record here to file. The Parties now severally appear and at the Motion of the
Plf it is considered that the said Parties have Day here until the second Tu-
esday of November next

John Houghfield of Brimfield in the County of Hampshire Plf
vs William Houghfield of the same Brimfield Town in the same County
as is of Record here to file. The Parties now appear and at the Motion of
the Plf it is considered by the Court that said Parties have Day here un-
till the second Tuesday of November next

John Elliott of Hartford in the County of Hartford & State of Con-
necticut Plf vs John Daniels of Northampton in the County of Ham-
psire Town in a Plea & as is of Record here to file. The Plf
appears by J. C. Williams Esq. his Att. and the Def. the three Times pub-
licly called to come into Court makes Default of appearance here
Wherefore it is considered by the Court that said Elliott do recover
against said Daniels Eleven pounds Seventeen shillings and
Six pence lawful Money Damages and Costs of Court taxed at
£2. 18. 6 and three of &c. Exon. 17. 1782

Joseph Stebbins Junr of Deerfield in the County of Hampshire Plf
vs Oliver Newell and Daniel Dana both of Exeter in the
County of Hampshire as is of Record here to file. The Plf appears by J. C. Williams Esq. his Att. and the
Def. the three Times publicly called to come into Court makes De-
fault of appearance here. Wherefore it is considered that
said Joseph do recover against said Oliver and Daniel & Son
Thirty Nine pounds 3/4 lawful Money Damages & Costs
of Court taxed at £2. 7. 6 and three of &c. Exon. 21. 1782

Benjamin Bournay of Chesterfield in the County of Hampshire
vs Benjamin Bournay of Exeter in the same County Town
Def. in a Plea & as is of Record here to file. The Plf appears by
Gulielm Strong Esq. his Att. and the Def. the three Times publicly called to
come into Court makes Default of appearance here. Wherefore it
is considered that said Bournay do recover against said Bournay
Six pounds Fourteen shillings and four pence lawful Money
Damages and Costs of Suit taxed at £2. 11. 6 & three of &c.

Samuel Burroughs of Cummington in the County of Hampshire
Gent. Plf vs Hugh Orr of the same Cummington Blacksmith
Def. in a Plea & as is of Record here to file. The said Parties now
appear and Robt. Peck Esq. and others here to file appointed Referees
in this Case now bring into Court their Award wherein they determine
that the said Samuel Burroughs do recover & receive of the said
Hugh Orr One hundred & eighty three pounds two shillings &
two pence Damages and twenty shillings the Costs of Reference
and Costs of Court. Whereupon it is considered by the Court
that said Samuel do recover against said Hugh One hundred &
eighty three pounds two shillings and two pence lawful Money Dam-
ages and Costs of Suit & Reference taxed at £3. 4. 8 & three of &c.
After all which Bradford Mitchell the Bail of the said Hugh Orr now
comes here and brings into Court the said Hugh and delivers himself
and prays he may be discharged &c. And it is considered that said
Bradford be discharged accordingly and that said Hugh be taken
into Custody of the Sheriff &c. Exon. 18. 1782

Smith
vs
Bryant

Michael Smith of Sunderland in the County of Hampshire Plaintiff
vs
Bryant of Bursfield in the same County Defendant
in a Plea &c as is of Record hitherto. The Plaintiff appears by Counsel
and the Defendant three times publicly called to come into
Court makes Default of Appearance here. Wherefore it is considered
and by the Court that said Michael do recover against said Bryant
fourteen shillings and six pence lawful Money Damages
and Costs of Suit taxed at £2. 9. 2 & thereof. And upon the said
Petition by John Williams Esq^r his Att^y comes here and appeals from
the Judgment of the Court to the Supreme Judicial Court to be
holden at Springfield in and for the County of Hampshire
on the fourth Tuesday of September next and he recognizes
with sureties to the said Court for said Petition and his
said appeal with effect as by said Recognizance appears.

Wilde App^t
Bryant App^t

ident Wilde of Bursfield in the County of Hampshire Plaintiff
vs
Bryant of Bursfield in the same County Defendant
in a Plea &c as is of Record hitherto. The
said Parties now appear and agree that this action be continu-
ed under the same Rule heretofore entered into, to the next Term
and it is considered by the Court that the said Parties have Day here-
accordingly until the second Tuesday of November next.

Forster
vs
Southwell

Samuel Forster of Westfield in the County of Hampshire Plaintiff
vs
John Southwell Esq^r of Westfield aforesaid Defendant
in a Plea &c as is of Record hitherto. The Plaintiff appears in his own Person &
the Defendant three times publicly called to come into Court makes Def-
ault of Appearance here. Wherefore it is considered by the Court
that said Samuel do recover against said John three pounds
eighteen shillings & seven pence lawful Money Damages & Costs of
Court taxed at £1. 9. 0 & thereof. Decree of Sep. 5. 1782

Smith & al
vs
Chapman

Ralph Smith and Nath^l Sharbark Esq^s of Roxbury in the
County of Suffolk Plaintiffs
vs
Abner Chapman of Melbury-
town in the County of Hampshire Defendant
in a Plea &c as is of Record hitherto. The Plaintiff appears by John Chand^r Williams
Esq^r their Att^y and the Defendant three times publicly called to come
into Court makes Default of Appearance here. Wherefore it is
considered that the Plaintiff do recover against said Abner ^{seven} pounds
~~three~~ shillings and ^{two} pence lawful Money Damages & Costs of
Court taxed at £3. 0. 0 and thereof. Decree of Sep. 3. 1782

Parsons App^t
vs
Lewis App^t

Benezer Parsons of Belcherstown in the County of Hampshire Plaintiff
vs
William Lewis of Haverhill in the same County Defendant
in a Plea &c as is at large of Record at the last Term. The Parties
now appear and Nath^l Seck & others hitherto appointed Referees in
case now bring into Court their Award wherein they order that the said
Benezer Parsons pay to said William Lewis Ten shillings and Costs
of Court and Costs of Reference taxed at twelve shillings &c &c.
Whereupon it is considered by the Court that the said William do recover
against said Benezer Ten shillings lawful Money Damages & Costs of Suit
and Reference taxed at £2. 8. 7 and thereof. Decree of June 17. 1782

James
Chapin

Abel James of Salisbury in the County of Berkshire Plaintiff
vs
Chapin of Belchertown in the County of Hampshire Defendant
as is of Record heretofore - The Plaintiff by Thomas Gold his Attorney
the 2^d of the three Times publicly called to come into Court makes Default
of Appearance here - Wherefore it is considered by the Court that the
Abel do recover against said Abel nine pounds seven shillings
and six pence lawful Money Damages and Costs of Court taxed
at £ 2. 10. 0 and there of &c. - Given at Aug 31. 1782

James
Franklin

James Hendrick of Amherst in the County of Hampshire Plaintiff
vs
Henry Franklin of Amherst Defendant
as is at large of Record at the last Term The Plaintiff
appears by Simon Strong Esq his Attorney and the Defendant the three Times
publicly called to come into Court makes Default of Appearance
here - Wherefore it is considered by the Court that said James do
recover against said Henry fifteen pounds seven shillings
and six pence lawful Money Damages and Costs of Court taxed
at £ 2. 10. 0 - Whereupon the said Henry by J. C. Williams Esq his
Attorney comes here and appeals from the Judgment of this Court to
the Supreme Judicial Court to be holden at Springfield in and for
the County of Hampshire on the 2^d Tuesday of September next and
he recognises with Sureties as the Law directs for the said Henry
prosecuting his said appeal with Effect as by said Recognizance
on this appears

Bryant
Warner

Benjamin Bryant of Cheshirefield in the County of Hampshire Plaintiff
vs
Elijah Warner of the same Cheshirefield Defendant
as is of Record heretofore - The Parties now appear and
Capt Elijah Hunt and others heretofore appointed Referees in this Case
bring into Court their Award determine that the said Benjamin do
recover against the said Elijah the sum of seventy seven pounds five
shillings and eight pence Damages and the Costs of Reference amount-
ing to three pounds eight shillings and six pence and also the Costs
of Court to be taxed by the Court and thereupon all Suits between
them shall determine - And thereupon it is considered
by the Court that said Benjamin do recover against said Elijah
£ 77. 5. 8 lawful Money Damages and Costs of Suit & Reference taxed
at £ 3. 8. 0 and there of &c. - Given at Sep 13. 1782

Porter Esq
Perkins & al

Deane Porter of Hadley in the County of Hampshire Esq and
Judge of Probate of Wills &c within said County Plaintiff
vs
Nathan Perkins Thomas Martin Kellogg Thomas and also
Adams Thomas all of Amherst in said County of Hampshire
Defendants in a Plea &c - as is of Record heretofore - The Parties now
appear and agree that this Case be continued to the next Term and
it is considered by the Court that said Parties have Day here auo-
rdingly untill the second Tuesday of November next

New & al

Chapin
Chapin
No 1.

David Luther Chapin of Leno in the County of Berkshire
vs
Enoch Chapin of Springfield in the County
of Hampshire Defendant
as is of Record at large of the Case for that said Enoch
at Springfield aforesaid on the 29th day of April last by his Note for
value received promised said David to pay him or Order Fifty six
pounds five shillings on Demand with Interest till paid - But said
Enoch tho often requested has never paid the same but refuses to do

to the Damage of said David Sixty four pounds - The Parties 77.
severally appear and agree that this Action be continued to
the next Term and that Judgment be final - And it is thereupon
considered that they accordingly have Day here untill the second
Tuesday of November next

Penfield
21
Shuler
N^o 2

Daniel Penfield of Granville in the County of Hampshire Ploman
Plff^t vs Seth Shuler of Pittsfield in the County of Berkshire Resp^t
in a Plea of Assumpsit for the Cause for that whereas the said Seth at Pittsfield
about Springfield aforesaid on the 17th day of April last by his Note
for Value received promised One John Strong to pay him on Order
three pounds fourteen shillings and six pence lawful Money on De
mand with Interest till paid - and afterwards to wit the same Day
at Springfield aforesaid the said John by his Indorsement on
said Note for Value received assigned the same Note unto said Daniel
and ordered the Contents thereof then due & unpaid to be paid to the
said Daniel of all which the said Seth afterwards the same Day
had Notice and so became liable to pay the same to said Daniel
and in Consideration thereof promised said Daniel to pay him
the same accordingly - Yet said Seth he often requested hath
never paid the same to the Damage of said Daniel Six pounds
The Plff appears by Mr. Chandler Williams Gent his Att^y and the
Def^t the three Times publicly called to come into Court makes
Default of Appearance here - Wherefore it is considered that
said Daniel do recover against said Seth Three pounds &
sixteen shillings lawful Money Damages and Costs of Suit
taxed at £ 14.8 and thereof &c Exon^r if. 4th 2^o 1782

Allis
27
Waterman
N^o 3

Abel Allis of Hatfield in the County of Hampshire Ploman Plff
vs Adonijah Waterman of Lenox in the County of Berkshire Cordwain
er Def^t in a Plea for that whereas the said Adonijah at Spring
field aforesaid on the 12th day of July last by his Note for Value re
ceived promised One John Strong to pay him on Order on Demand twelve
pounds & One shilling & five pence lawful Money with Interest
and afterwards the said John at Springfield aforesaid on the
first day of August Instant by his Indorsement on said Note
assigned the same unto said Abel the Plff and ordered the
Contents thereof then unpaid to be paid unto said Abel of all
which said Adonijah afterwards the same Day had Notice and
so became liable and in Consideration thereof promised said
Abel to pay him the Contents thereof according to the Tenor thereof
Nevertheless said Adonijah the requested hath never paid
the same to the Damage of said Abel sixteen pounds
The Plff appears by Mr. Chandler Williams Gent his Att^y and the
Def^t the three Times publicly called to come into Court makes De
fault of Appearance here - Wherefore it is considered that said
Abel do recover against said Adonijah Twelve pounds three
shillings and two pence lawful Money Damages and Costs of
Suit taxed at £ 14.7 and thereof &c Exon^r if. 4th 2^o 1782

Thomas
vs
Doolittle
No 4

Lovewell Thomas of Westfield in the County of Hampshire Plaintiff
vs
Titus Doolittle of Westfield aforesaid Defendant in a Plea of
Trespas for that said Titus at said Westfield on the last Day
of November Anno Domini 1777 and at divers Days & Times
between the last Day of November aforesaid and the last Day of
May last past with Force and Arms did break & enter One Close
of the said Lovewells in said Westfield being his Timber Lot near
the middle Falls so called containing seventy two Acres bounded
easterly on the River northerly on John Williams; Steins Land
& westerly partly on Land of Capt^m Bamcroft & partly on May's
Land and Westerly on said Doolittle's Land & being so entered
sixty three white Pine Trees of the said Lovewells then & there
growing and standing in said Close of the Value of thirty sh
illings each with Force and Arms did cut down & carry
away and many other enormities against the P^{ty} think there
did contrary to Law against the Peace and to the Damage of the
of said Lovewell One hundred pounds - The Parties now seve-
rally appear and at the Motion of the Def^t it is considered by the
Court that this Action be continued to the next Term for the purpose
of taking a Survey of the Lands supposed to be trespassed on and it
is agreed that John Noble survey the same and that Elisha Noble
and John Scott be the Chainmen

Book
vs
Chapman
No 5.

John Cook of South Hadley in the County of Hampshire Plaintiff
vs
Jeremiah Chapin of Granby in the same County Def^t
in a Plea of Trespas on the Case for that said Jeremiah at
Westfield aforesaid on the eighth Day of February last past by his Note
of that Date for Value rec^d promised said John to pay Anno Domini
one hundred seven pounds twelve shillings and nine pence lawful
Money in coined Gold or Silver with Interest for the same till
paid & that said Jeremiah the requested hath never paid the
same to the Damage of said John nine pounds - The P^{ty}
appears by J Williams Esq^r his Att^y and the Def^t the three Times
publicly called to come into Court makes Default of Appearance
here - Wherefore it is considered by the Court that said
John do recover against said Jeremiah six pounds seven shillings
lawful Money Damages and Costs of Court taxed at 5s. 7. 10-
and there of &c - Exon^{ist} Oct 17. 1782

Johnson
vs
Emerson
No 6.

Nathaniel Johnson of Wendell in the County of Hampshire
Plaintiff
vs
Nehemiah Emerson of Haverhill in the
County of Essex Defendant in a Plea of the Case for that
said Nehemiah at Haverhill aforesaid on the 20th day of June
Anno Domini 1774 by his Note for Value rec^d promised the P^{ty}
to pay him Thirty two pounds ten shillings lawful Money by the
last Day of March then next with Interest till paid - & that said Nehe-
miah the requested has not paid the same but neglects it to
the Damage of said Nathaniel sixty six pounds - The P^{ty} app-
ears by John Williams Esq^r his Att^y and the Def^t the three Times
publicly called to come into Court makes Default of Appearance
here - Wherefore it is considered by the Court that said Nathaniel do
recover against said Nehemiah Forty eight pounds eight shillings
lawful Money Damages and Costs of Court taxed at £2. 18. 10-
and there of &c - Exon^{ist} Oct. 17. 1782

Growth
vs
Lamb
No. 7

78
William Growth of Groton in the County of New London
and State of Connecticut Plaintiff vs Andrew Lamb
of Burnardston in the County of Hampshire Plaintiff
in a Plea of this Court on the Case for that said Andrew at Springfield
aforesaid on the 20th day of March Anno Domini 1781 by his
Note for Value recd promised said William to pay him Nine
pounds lawful Money in Silver by the tenth Day of April mea-
ning the tenth Day of April following the Date of said Note with
lawful Interest for the same after said tenth Day of April till
paid - Yet said Andrew the requested has never paid the
same but neglects it to the Damage of said William Eleven
pounds - The Deft appears by J. C. Williams, Esq his Att^y and
the Deft the three Times publicly called to come into Court ma-
kes Default of Appearance here - Wherefore it is considered
that said William do recover against said Andrew Nine pound
three shillings and ten pence lawful Money Damages & Costs
of Court taxed at £. 18. 6 & thereupon Ex^{ce} p. Sep 16. 1782

Belding
vs
Rusell
No. 8

Jonathan Belding Sen^r of Northfield in the County of Hampshire
Plaintiff vs Jonathan Rusell Sen^r of Sunderland in the same
County Defendant in a Plea of the Case for that the said Rusell
at Springfield on the tenth Day of June Anno Domini 1775 by
his Note for Value recd promised to pay said Belding or Order
Seven pounds seven shillings on Demand with Use till paid
Yet said Rusell the requested hath not paid said Sum
but neglects it to the Damage of said Belding Twelve pounds
The said Parties appear and agree that this Cause be continued
to the next Term and that Judgments be then final - And it is con-
sidered by the Court that said Parties have Day here accordingly untill
the second Tuesday of November next

Miller
vs
Wells
No. 9

Benjamin Miller of Newport in the County of Essex and
State of New Hampshire Plaintiff vs Reuben Wells of Green-
field in the County of Hampshire Defendant in a Plea of
the Case for that said Reuben at Greenfield aforesaid on the
22nd day of June Anno Domini 1778 by his Note for Value received
promised said Benjamin to pay him the Sum of One hundred
pounds on Demand with Interest - Also for that said Reuben at
Greenfield aforesaid by his other Note dated Oct^r 22nd Anno Dom
1778 for Value recd promised to pay said Benjamin One
hundred pounds on Demand with Interest. Yet said Reuben
the requested hath never paid either of said Sums but neglects it
to the Damage of said Benjamin Two hundred & thirty pounds
The Parties appear & agree that this Cause be continued without Costs to
the next Term Judgments then to be final - And it is considered
that said Parties have Day here untill the second Tuesday of Novem-
ber next

Plumby
St
Penny
p. 10.

Alexander Plumby of Weathersfield in the County of Hartford
and State of Connecticut Thomas Popham of Oldham Popham of
Hadley in the County of Hampshire Thomas Dighton a Free
of Trespas on the Case for that whereas the said Alexander at
Hadley aforesaid on the last Day of May in the Year of our Lord
was possessed of one certain Stick of Timber called a Mast
Stick and marked with the proper Marks of him the said
Alexander of the Value of One hundred pounds and being
so thereof possessed afterwards to wit on the same last Day of
May aforesaid at Hadley aforesaid the aforesaid Stick of
Timber casually lost out of his Possession which said Stick
so lost as aforesaid into the Hands & Possession of the said Ethan
by finding came ~ Nevertheless the said Ethan knowing the
said Stick of Timber to be the proper Good & Chattels of him
the said Alexander and to him rightfully to belong & appertain
him and contriving and intending the said Alexander of his
said Stick of Timber subtilly to deceive & defraud altho there
to often requested hath not yet delivered said Timber to
Plumby but there afterwards on the first day of June in the
Year aforesaid the same Timber converted & disposed to his
own Use & Benefit ~ Also for that whereas the said
Alexander at Hadley aforesaid on the last Day of March
last past was possessed of One hundred White Pine Logs of
the Price and Value of One hundred pounds marked with
the proper Marks of the said Plumby on each of said
Logs and being so thereof possessed afterwards to wit the same last Day
of March last aforesaid the aforesaid Logs casually lost out of his Pos-
sion which said Logs so lost as aforesaid into the Hands and
Possession of the said Ethan by finding came ~ Nevertheless the said
Ethan well knowing said Logs to be the proper Good & Chattels of
the said Plumby and to him rightfully to belong and appertain
and contriving and intending the said Alexander of said Logs aforesaid
subtilly to deceive & defraud hath not yet delivered said Logs or
either of them to the said Plumby altho there requested but there
afterwards to wit on the tenth Day of March last aforesaid
at Hadley aforesaid the same Logs converted and disposed
to his own Use and Benefit ~ Also for that whereas the said
Alexander at Hadley aforesaid on the last Day of June last
past was possessed of One hundred Sawmill Logs of the Value
of twenty Shillings each Log and being so thereof possessed afterwards
to wit on the first Day of July Instant the same Logs out of his Pos-
sion casually lost; which Logs so lost as aforesaid into the
Hands & Possession of the said Ethan each and every of them
by finding came ~ Nevertheless the said Ethan knowing said
Logs & each & every of them to be the proper Good & Chattels of the
said Alexander and to him rightfully to belong & appertain and
contriving and intending the said Alexander of each of his said Logs
subtilly to deceive and defraud tho often requested hath never delivered said
Logs or either of them to said Plumby but there afterwards to wit on
the tenth Day of July aforesaid the same Logs converted & disposed to

Thumby } his own Use and Benefit Also for that whereas the 79
Perry } Alexander at Springfield aforesaid on the last Day of June
Anno Domini 1780. was possessed of One certain large white Pine
Stick of Timber of the Value of One hundred & fifty pounds as of his
own proper Goods and Chattels and being so thereof possessed afterwards to wit
on the same last Day of June aforesaid, the white Pine Stick of Timber aforesaid
said out of his Possession casually lost which White Pine Stick of Timber aforesaid
said into the hands & possession of the Deft by finding came. Nevertheless
the said Deft well knowing the said white Pine Stick of Timber aforesaid
to be the proper Goods and Chattels of the said Alexander and to him
rightfully to belong and appertain and contriving and intending the said
Alexander of the said White Pine Stick of Timber to be said and subtilly
to deceive and defraud altho the Deft requested hath never delivered the said
white Pine Stick of Timber aforesaid to said Alexander but time after
wards to wit the tenth Day of July Anno Domini 1780 the same Stick
converted and disposed to his own Use and Benefit, all which
is to the Damage of the said Alexander Three hundred & fifty
pounds. The Parties appear and agree that this Case be con-
tinued to the next Term, and it is considered that they
have Day here accordingly untill the second Tuesday of Nov-
ember next

Scott & al } Peter Scott of Norwich in the County of Windsor & State of Conn
v } out Esq. Jonathan Childs of Lyme in the County of Grafton
v } and State of New Hampshire Esq. Ebenezer Green of Lyme aforesaid
1011 } said Deft and John Stephens of Canaan in the County of Litchfield
v } said and State of Connecticut Esq. Phelps v. Ebenezer Perry of
v } Hadley in the County of Hampshire Townen Deft in action of
v } Trespas on the Case. For that whereas the said Peter Jonathan
v } Ebenezer & John at Hadley aforesaid on the first day of April
v } last past being possessed of One certain large Mast Stick of
v } the Value of two hundred pounds, and they being so possessed
v } of the said Mast Stick afterwards to wit on the same first
v } Day of April aforesaid the said Mast Stick casually lost out
v } of their Possession which said Mast Stick into the hands &
v } Possession of the Deft by finding came. Nevertheless the Deft
v } knowing said Mast Stick to be the proper Goods and Chattels
v } of the said Peter Jonathan Ebenezer & John and to them rightfu-
v } ly to belong and appertain and contriving and intending
v } the said Peter Jonathan Ebenezer & John of the said Mast Stick
v } subtilly to deceive and defraud altho requested hath not del-
v } ivered said Mast Stick to said Phelps but afterwards to wit
v } on the last Day of May last past at Hadley aforesaid the same
v } Mast Stick converted and disposed to his own Use & Benefit
v } to the Damage of said Peter Jonathan Ebenezer & John Two hund-
v } red pounds. The Parties appear & agree that this Case be contin-
v } ued to the next Term - and it is considered by the Court that
v } said Parties have Day here untill the second Tuesday of November
v } next after the said last Tuesday of August

Gilbert
Rumrill
No 12

Dorothy Gilbert of Hadley in the County of Hampshire Plaintiff
vs
Benjamin Rumrill of Hadley aforesaid Defendant in
a Plea of the Case for that said Defendant at Hadley aforesaid on
the 19th day of November last past by his Note for Value received pro-
mised said Dorothy to pay her four pounds in two months and
a further sum of four pounds in four months from the Date
of said Note. The said Defendant the often requested hath never
paid said Sum but neglects it to the Damage of said Dorothy
the four pounds. The Plaintiff appears by J. C. Williams Esq her Att^y and the
Def^t the three Times publicly called to come into Court makes De-
fence of appearance here. Wherefore it is considered by the
Court that said Dorothy do recover against said Defendant Eight
pounds four shillings and Nine pence lawful Money Damages and
Costs of Suit taxed at £2. 12. 0 & three of 4d. Exp^{ts} Oct. 17. 1782

Strong
vs
Loomis
No 13.

Isaac Strong of Granville in the County of Hampshire Plaintiff
vs
Samuel Loomis of North Bolton in the County of Hartford & State
of Connecticut Defendant in a Plea of the Case for that
Samuel at said Granville on the 16th day of March last, the said
Isaac Close in said Granville called his twelve hundred Acre Lot
on which he dwells to be of William Knox and James his Wife
with Force and Arms broke and entered and the said Isaac fine
Trees there lately growing to the Value of twenty pounds with
Force and Arms cut down took and carried away contrary to
Law and against their Peace, to the Damage of said Isaac Twen-
ty pounds. The Plaintiff appears by his own Strong & Caleb Strong Esq^s
his Att^y and the Def^t by Moses Bliff Esq his Att^y comes and
denies the Force and Injury whereof and says he swears pro-
mised in manner and Form as the Plaintiff in his Declaration
hath alleged and thereof puts himself for the Country, reser-
ving Liberty to waive this Plea and make a new Plea on the Trial
of the Appeal. And the said Isaac consenting says the Plea
aforesaid of the said Samuel is an insufficient Answer to
his Declaration and that he hath no Plea neither is he holden by
Law to answer the same and that he is ready to verify and thereof
prays Judgment. And the said Samuel says his Plea
aforesaid is sufficient. Whereupon all and singu-
lar the Premises being seen and by the Court here fully understood
for as much as it appears to the said Court that the Plea aforesaid
of the said Samuel by him above pleaded is an insufficient An-
swer to the Declaration of the said Isaac and ought not to preclude
the said Isaac from having and maintaining his said Action. And
because the said Samuel hath not denied in any manner the af-
foresaid Action of the said Isaac. Therefore it is considered that the
said Isaac do recover against said Samuel Twenty pounds of lawful
Money Damages and Costs of Suit taxed at £2. 12. 0 & three of 4d.
Whereupon the said Samuel by Moses Bliff Esq his Att^y appeals from the Ver-
dict of the Court to the Supreme Judicial Court to be holden at Springfield
aforesaid on and for the County of Hampshire on the fourth Tuesday of Sept
next and here requires with the Parties as the Law directs for said Sam-
uel prosecuting his said Appeal as by said Return and appears.

Gott
v
Wells
No 14.

Alexander Gott late of Cottrair in the County of Hampshire & Roman Esq^r & Benjamin Wells Esq^r of Greenfield in the County of Hampshire Esq^r Defendants in a Plea of the Case for that said Defendant at said Springfield on the 29th day of May Anno Domini 1781. by his Plea for Value rec^d promised said Alexander to pay him fifteen pounds sixteen shillings in lawful money Silver or Gold within two months from the Date of said Plea & said Defendant the requested hath never paid: the same but neglects it to the Damage of said Plaintiff. The Plaintiff appears by Lincoln Strong Esq^r and moves that this Case maybe continued to the next Term because the Defendant is out of this State: and it is continued by the Court accordingly to the second Tuesday of November next.

Bingham
v
Temple
No 15.

Jabez Bingham of South Hadley in the County of Hampshire Plaintiff & Isaac Leach Thomas & William Temple Thomas both of Westminster in the County of Cheshire & State of New Hampshire Defendants in a Plea of the Case for that whereas at said South Hadley on the fourth Day of December last past Discount was had between the said Jabez and the said Isaac & William of and concerning the buying and selling of Boards and upon that Discount it was agreed by and between them by writing under all their hands of that Date as follows Viz the said Isaac and William in Consideration of the Agreement on the part of said Jabez made to them as hereafter mentioned and in said Writing contained then & there agreed with the said Jabez and promised and engaged to him to deliver him One hundred thousand Feet of good merchantable white Pine Boards, of which not less than ten thousand Feet should be clear stuff free from knots at the Board Landing so called in said South Hadley just above the great Falls in good State and Condition for boating, by the tenth Day of May now last past and the said Jabez on his Part then & there by the same Writing agreed with the said Isaac and William and promised them to pay them for each and every Thousand of Boards so delivered him as aforesaid the Value of Six Spanish milled Dollars amounting to six hundred such Dollars or One hundred & eighty pounds for the whole of the said One hundred thousand of Boards aforesaid to be paid as follows - Twenty pounds part thereof in New Rum at four shillings per Gallon by the fifteenth Day of February 1782 and forty five pounds part thereof in Cattle & Cyder by the tenth Day of May and the Remainder of said sum by the tenth day of July now current in West India Goods at the then current Cash price in said South Hadley. and all the above Articles delivered in Payment as aforesaid to be delivered at said South Hadley. and altho the said Jabez has been always

Bingham
as
Temple

ready to receive the same Boards according to the said Agreement, art. 8
Promiss of the said Isaac and William, and has been always
ready to pay to the said Isaac and William at said South Hadley
the whole Price of the whole Quantity of Boards so bargained for
as aforesaid according to his said Agreement and has long
since paid them in part three of the sum of forty three pounds
eight shillings and six pence. Yet the said Isaac & William
or either of them have never delivered any of the said Boards to
the said Taber but have hitherto neglected and utterly refused to
do so, and the said Taber says that every thousand of the said
Boards such as the said Isaac and William engaged to
deliver would at the Time when they should have been de-
livered, and at the Place where they should have been delivered
would have been worth three pounds lawful Money, and the Ne-
glect of the said Isaac and William to perform their said Agree-
ment is to the Damage of the said Taber Three hundred pounds.

The Pet appears by Messrs Bliss Esq his Att^y and the Def^t to
wit, the said William Temple for whom only Service was made
the three Times publicly called to come into Court makes Default
of appearance here ~~in~~ and thereupon it is considered by the Court
that this Case be continued to the next Term for judgment &c
~~Answered that the said Isaac and William have not delivered any of the said Boards to the said Taber and that the said Taber has not paid the said Isaac and William the whole Price of the said Boards as agreed upon.~~

Aspinwall
as
Leonard
No 16.

William Aspinwall of Brookline in the County of Suffolk Physician
an Pl^t Benjamin Leonard Ins^r of West Springfield in the
County of Hampshire Tenant Def^t in action of Ejectment where
in the said William demands against the said Benjamin One
Messuage containing One dwelling House and parcels of Land with
the Appurtenances lying and being in said West Springfield in our
said County of Hampshire which Land is bounded East on Con-
necticut River North on Land of George Breck West on the High
Way and South on Land late of Henry Rogers and whereupon the
said William says that he within the Term of Five Years now last
past was seized of the said Messuage and parcels of Land
above described with the Appurtenances in his Demesne as of Fee
and Right taking the Profits thereof to the Value of twelve pounds
by the Year and the said Benjamin within said Term of five
Years hath unjustly and without Judgment entered therein
and refused and ejected him the said William therefrom and
still deports and holds him out therefrom to the Da-
mage of the said William Fifty pounds.

The Pet appears by Messrs Bliss Esq his Att^y and the Def^t
by Justin Esq Esq^t his Att^y moves that this Action may be
continued to the next Term, and it is considered by the
Court that said Parties have Day here accordingly on till the
second Tuesday of November next &c

Clay
vs
Leonard
No 17

Nathl. Clay Amr. of Springfield in the County of Hamp
shire Gent Defr vs Samuel Leonard of the same County
in the same County Thomas Defr in a Plea of the Case as is
at large set forth in the original Writ on the Files of this Court
The Defr being now three Times called in Vexatit and the Defr
defaulted and the Action is dismissed

Pymshoor
vs
Colton
No 18

Charles Pymshoor of Springfield in the County of Hamp
shire Esq Defr vs Andrew Colton of Springfield aforesaid
Lord & Currier Defr in a Plea of Exemption, wherein the
said Charles demands against him the said Andrew the
Lands & Tenements hereafter mentioned bounded and
described with the Appurtenances all lying and being in
said Springfield that is to say the South West & North West
half part of the Dwelling House wherein the said Andrew
now lives and One Acre of Land bounded east on the high
Way South on the Horse & Cart Path of Josiah Dwight Esq deceased
West on Land of Moses Bliss Esq North partly on Land of
said Moses Bliss and partly on the Prison Ground and so called
so called saving however and excepting the Kitchen adjoining
said House and said High Way a small piece of Land ex-
tending six feet in Breadth South of said House from said high
Way west to the Center of the front Door of said House & East
of the middle a Center of said House and north of the West
part of said House to said Prison Ground & extending West
Twenty Feet in a Line parallel with the North Side or Line of
said House from the West End or Corner of said House. also
the South West half part of a small piece of Land & Shop on
the East Side of said High Way bounding West on said high
way South on Land late of Josiah Dwight Esq deceased East
on Land of George Pymshoor and north on the other half of S.
Shop, belonging to Samuel Gridley. all which Lands & Tenements
the said Charles claims as his Right & Substantive and which
into the said Andrew hath not Entry but by Disseizin by him
the said Andrew done & committed within Five Years now last
past and whereupon the said Charles says that he within
the said Term of five Years now last past in a Term of
Peace was seized of all the Lands & Tenements aforesaid
with the Appurtenances in his Demesne as of Fee & Right
taking the Profits thereof to the Value of twenty pounds by the
Year and the said Andrew unjustly and without Agreement hath
within said Term of Five Years now last past entered therein
and disseized him the said Charles thereof and he the said Andrew
still de facto and holds the same out therefrom to the Damage of the
said Charles Twenty pounds - The Pl happens by Moses Bliss Esq his Att
and the Defr comes & moves that this Case may be continued to the
next Term, and it is considered by the Court that said Parties have
Day here accordingly until the second Tuesday of November next.

Boltwood
21
Acres
No 19

Benjamin Boltwood Gent. Samuel Boltwood Thomas, Solomon Boltwood Thomas and Elisha Boltwood Thomas all of Amherst in the County of Hampshire Depts of William Lewis of Hadley in the same County Thomas Depts in a Plea of Trespas wherein the said Benjamin Samuel Solomon and Elisha complain that the said William on the last Day of May Anno Domini 1781, ascertain Close of the said Benjamin Samuel Solomon and Elisha in Hadley aforesaid, bounded North on Land of William Lewis East on a Way South on Lane which lately belonged to One Joseph Eastman running westerly to a Point at a Town Way, with Force and Arms broke and entered and Sixty Trees of the said Plaintiffs under the Dimension of One Foot in Diameter the lately growing worth Sixty pounds without Lease or Licence from the Owners thereof or from any One of them and with Force and Arms cut felled and carried away contrary to Law against the Peace and to the said Benjamin Samuel Solomon and Elisha say, that by the cutting felling and carrying away aforesaid by Virtue and Force of Law but by Law hitherto made and passed by the Great and General Court then being the said William forfeited and became liable to pay to them the sum of twenty shillings in lawful Money for each and every One of the said Trees so cut felled and carried away as aforesaid. Yet the said William the often requested hath never paid the same or any part thereof but neglects and refuses to do so to the Damage of said Benjamin Samuel Solomon & Elisha Twenty pounds. The Depts appear by Simon Strong Esq. their Att^y & the Depts by Caleb Strong Esq. comes and moves that this Case may be continued to the next Term; and it is considered by the Court that said Parties have Day here accordingly untill the second Tuesday of November next.

Baker
21
Chanceland
No 20

Daniel Baker Jun^r of Montague in the County of Hampshire Gent Depts of Tixall Chaveland Late of Hanover in the County of Grafton and State of New Hampshire Thomas Depts in a Plea of the Case for that whereas said Daniel at said Springfield on the last Day of November Anno Domini 1781. sold and delivered to the said Chaveland at his special Instance & Request eighty Gallons of Rum and three Casks containing the same. the said Chaveland afterwards to wit the same Day & Year in Commission thereof promised said Daniel to pay him seven shillings lawful Money for each of the Gallons aforesaid and so much Money for the said Casks as the same were reasonably worth within three Weeks from and after the Time of Sale and Delivery aforesaid and said Daniel says the said Casks were then and there reasonably worth eighteen shillings in lawful Money whereas said Tixall then & there had Notice. Yet said Tixall the often requested hath never performed his said Promise but neglects it to the Damage of said Daniel Forty pounds. The Depts appear by Simon Strong Esq. their Att^y and the Depts by his Att^y moves that this Action may be continued to the next Term, and it is considered that said Parties have Day here accordingly untill the second Tuesday of November next.

Gill
vs
Pierce
N^o 21.

John Gill of Liverett in the County of Hampshire Roman 82
Plff^r vs Seth Pierce of Shutesbury in the same County Gent Deft^r
in a Plea of the Case for that said Seth at said Shutesbury on the
28th day of May Anno Domini 1788 by his Note for Value rec^d
promised said John to pay him the Value of ten pounds and
twelve shillings lawful Money in Rye at three shillings by the
bushell within the month of February the next with lawful
Interest for the same untill paid and to deliver to him the
same Rye at the said Seth's dwelling House in Shutesbury
within the same month and the said John says he was always
there ready to receive the same Rye of said Seth. He said
Seth the often requested hath never performed his said Pro
mise but neglects it to the Damage of said John twenty
pounds. The Plff appears by Simon Strong Esq^r his
Att^y and the Deft the three Times publicly called to come
into Court makes Default of Appearance here. Wherefore
it is considered by the Court that the said John do recover ag
ainst said Seth Seven pounds seven shillings & ten pence
lawful Money Damages and Costs of Court taxed at One
pound thirteen shillings & 8^p & therefor.

How
vs
Bardwell
N^o 22

Ester How of Bitchers town in the County of Hampshire Gent Plff^r
vs Simon Bardwell of the same Bitchers town Roman Deft^r
in a Plea of the Case for that said Simon at said Springfield on
the Eleventh Day of September last past by his Note for Value rec^d
promised said Ester to pay him or Order the Value of twenty
One pounds Six shillings and two pence in Rye at three shill
ings by the bushell or in good Beef at Sixteen shillings eight
pence by the hundred weight on Demand and the lawful
Interest then of untill paid. He said Simon the often
requested hath never paid the same or any part thereof
but neglects it to the Damage of said Ester thirty eight pounds.
The Parties severally appear and agree that this Case be cont
inued to the next Term and that Judgment then be fi
nal: and it is considered by the Court that said Par
ties have Day here untill the second Tuesday of Novem
ber next.

Hutch
vs
Allen & al
N^o 23

Oliver Hutchett of Suffield in the County of Hampshire
Gent Plff^r vs Ichabod Allen and Libbens Parkus both of Pittsfield
in the County of Berkshire Gentlemen Deft^r in a Plea of the
Case for that said Ichabod & Libbens at Pittsfield aforesaid on
the 4th day of October Anno Domini 1788 by their Note for Value rec^d
promised said Oliver to pay him thirty eight pounds lawful
Silver Monies worth of good merchantable Wheat Flour in good
Barrels in good Order said Flour to be delivered in said Suffield
at the Dwelling House of Eli Warner on or before the 20th day of
February next (after the Date of said Note) till paid, and the said
Oliver avers he has always been ready to receive the said Flour at
Time and Place aforesaid according to the Tenor of said Note. He said
Ichabod & Libbens the requested have never paid the same but neglect it

to the Damage of said Oliver Fifty seven pounds. The Plf
appears by Thomas Gold Gent his Att^r and the Def^s the three
Times publicly called to come into Court make Default
of appearance here. Wherefore it is considered by the Court
that said Oliver do recover against said Jacob & Libbins
Thirty Nine pounds Seventeen shillings and six pence law
ful Money Damages and Costs of Court taxed at £1. 14. 10
and there of &c. Exonifi^d Aug 31. 1782

Harrichett
v
Nichols & al
N^o 24

Oliver Harrichett of Suffield in the County of Hampshire
Gentleman. Plf^r Asaph Nichols Trader & buskins Bush:
vill Gentleman & Nathan Nichols Town on all of Williams
town in the County of Berkshire. Def^s in a P^a of the Case
for that they the said Asaph buskins & Nathan on the 27th day
of August Anno Domini 1781. at Williams town aforesaid
by their Note for Value recd promised said Oliver to pay and
deliver him in Williams town at the House of buskins Bush
vill thirty head of merchantable Beef Cattle of Oxen & Hens
only the least of them not to weight less than five hundred weight
and to be estimated by Col^l Robinson of Cranville & Ben^g
Ashley of Kent. and we are to pay (meaning the Def^s are
to pay) one half the Costs of the said Colonel & Ashley, and said
Harrichett to pay the other half of their Cost in estimating and s^r
Harrichett to pay for every hundred so estimated & delivered as
aforesaid Thirty shillings, that is to say in good merchantable
Bohea Tea at the current price when delivered in twelve days
after the Cattle, and further We meaning the Def^s do acknow
ledge to have received of said Harrichett two hundred & forty
seven pounds five shillings towards said Beef Cattle, the ab
ove said Beef Cattle to be delivered on the 5th day of September next
(meaning after the Date of s^r Note) And said Oliver avers he
always stood ready to receive said Cattle according to the Tenor of
the aforesaid Promise at Time and Place of Delivery and said
Oliver says said thirty head of Cattle at the Time & Place of Delivery
were reasonably worth four hundred pounds. Also for that the
said Asaph buskins and Nathan on the June 27th day of August
aforesaid at said Williams town was justly indebted to said
Oliver in the Sum of £247. 5. 0 lawful Silver Money for so much
Money then before that Time by them to the Use of the said Oliver
had and received: and then and there in Consideration thereof
promised said Oliver to pay him the same on Demand
Nevertheless the said Asaph buskins & Nathan nor either of them
the requested have ever performed either of their said Promises
but we get it to the Damage of said Oliver two hundred pounds
The Plf appears and the Def^s the three Times publicly to come
into Court make Default of appearance here Wherefore it
is considered by the Court that said Oliver do recover against
said Def^s Forty four pounds 8/6 lawful Money Damages and
Costs of Court taxed at £1. 18. 6 & there of &c.

Exonifi^d Aug 31. 1782

Hanchett
vs
Goodrich
N^o 25

Oliver Hanchett of Springfield in the County of Hampshire Gent Plff & 3
vs
William Goodrich of Stockbridge in the County of Berkshire Esq^r Def^t
in a Plea of Turpason the Case for that said Oliver at Quebec via at Spring
field on the 14th day of Feb^r Anno Domini 1776 having then before that
time sold & delivered unto said William divers Goods Wares & Merchandises
at the Special Instance and Request of said William, then & there in Con
sideration thereof said William promised said Oliver to pay him there
for on Demand so much Money as said Goods &c were reasonably worth
and said Oliver says said Goods &c were worth three pounds & that said
William had Notice - Also for that said William on the same 14th day of
Feb^r & Year aforesaid at Quebec via in Springfield afore^d being justly
indebted to said Oliver in the Sum of fifteen shillings lawful Money
for so much Money then before that time by said William had and
received to the Use of said Oliver, then & there in Consideration thereof
of the said William promised said Oliver to pay him the same
Sum on Demand - Yet said William the requested hath never paid
the aforesaid Sum or either of them but neglects it to the Damage
of said Oliver seven pounds - The Plff appears by Tho^s Gole
Gent his Att^y and the Def^t the three Times publicly called to come
into Court makes Default of Appearance here - Wherefore it
is considered that said Oliver do recover against said William
Four pounds One shilling and Nine pence Lawful Money Damages
and Costs of Court taxed at £ 14. 2 & three p^{ts} &c

Exempli^d Aug 31. 1782

Palmer
vs
Strope
N^o 26

Timothy Palmer of Springfield in the County of Hampshire Farmer Plff
vs
John Strope of Springfield in the County of Berkshire Gent Def^t in a Plea
of Turpason the Case for that said John on 24th day of Feb^r Anno Dom
ini 1780 by his Note for Value rec^d promised James Morris to pay him
an Order Eighty six Dollars & four shillings in Silver Money or Paper
Money equivalent thereto within two months from the Date - and
afterwards on the same 24th day of Feb^r & Year afores^d said James by
his Indorsement assigned the same Note to said Timothy and ordered
the Contents thereof then unpaid to be paid to said Timothy of all which
said John then & there had Notice and so became liable to pay the
Contents thereof accordingly and in Consideration thereof promised
said Timothy to pay him the same Sum accordingly - Yet said
John the after requested hath not paid the same but neglects
it to the Damage of said Timothy thirty six pounds -
The Parties personally appear and agree that this Action be continu
ed to the next Term and Judgment then to be given and it
is considered that said Parties have Day here until the second
Tuesday of November next

Taylor
vs
Ford
N^o 27

Enathan Taylor late of Westfield now of Worthington in the County
of Hampshire Farmer Plff
vs
John Ford late of the same Wor
thington aforesaid Farmer Def^t in a Plea of the Case for that said
John at said Worthington on the 30th day of January Anno Domini 1781
by his Note for Value rec^d promised said Enathan to pay him an Order
Twenty pounds worth of new Silver Money as they went at in the Year 71

and the three succeeding Years or in Rye at three shillings a bushell & corn at two shillings and six pence a bushell, or Ninety eighth pence in Silver Money, in all or either of them with Interest for the same till paid, and to be paid on the fifth day of June Anno Domini 1782. And said Nathaniel avers that he always has been ready to receive all or any of the aforesaid articles according to said Promise. But said John the aforesaid requested hath never paid the same to the Damage of said Nathaniel One hundred & fifty pence. The Plff appears by Sam^r Foster Gent and Caleb Strong Esq^r his Att^r and the Def^t by Theodore Sedgwick Esq^r his Att^r comes & defends the Force & Injury when & and reserving to himself liberty of giving any special Matter in Evidence under the general Issues says he never promised in Manner and Form as the said John in his Declaration against him hath alleged and thereof puts himself on the Country and the Plff agreeing to said Reservation doth the like.

Whereupon the Jurors of the Jury according to the Form and Effects of the Statutes in such Case made & provided at this Time returned and impanelled being demanded likewise come here who to say the Truth concerning the Premises being duly sworn declare upon their Oath that they find the said John promised in Manner and Form as the said Nathaniel hath alleged and a just Damages for the Plff at One hundred and Five pounds & twelve shillings. Whereupon it is considered that said Nathaniel do recover against said John One hundred and five pounds and twelve shillings lawful Money Damages and Costs of Court taxed at £90-4.

And the said John by Theodore Sedgwick Esq^r his Att^r comes & appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Springfield in and for the said County of Hampshire on the fourth Tuesday of September next and thereon as with further as the Law directs for said John prosecuting his said Appeal with Effect as by said Recordance on File appears.

Nathaniel Allen of Guilford in the County of New Haven and State of Connecticut Norman Plff^r Abraham Page Sen^r of Southwick in the County of Hampshire Gent Def^t in a Plea of the Case for that said Abraham at said Springfield on the 13th day of July Anno Domini 1774 by his Note for Value recd promised said Nathaniel to pay him Nine pounds in good merchantable Wheat at four shillings and six pence per bushell to be delivered at East Guilford Wharf by the first day of November A.D. 1775. and said Nath^l says he has always been ready at said Wharf or at Springfield to receive the same Wheat. but said Abraham hath not paid the same to the Damage of said Nath^l Fifteen pounds. The Plff appears and Def^t the call to make Default of Appearance. Whereupon it is considered that said Nathaniel do recover against said Abraham Twelve pounds thirteen shillings and nine pence lawful Money Damages and Costs of Suit taxed at £18-10 & pence &c. Exon^r Jst Sep^r 6. 1782.

Alles
Page
No 28

Fowler
as
Fowler
No 29

Daniel Fowler of Westfield in the County of Ham 84
shire Innholder Plf is Billeda Fowler Jun^r & John
Fowler ^{Yeoman} both of Westfield in the County aforesaid Dft
in a Plea of Trespass for that the D^r Billeda & John at said
Westfield on the twentieth Day of March in the Year of our
Lord one thousand seven Hundred & seventy nine the said
Daniel's Close in ^{s^d} Westfield his Legg Lott - so called in the
new Addition No one Hundred & Ten & one Hundred & Eleven
and bounded Southerly on the River, Westerly & Easterly on
Zachariah Bugh's Land & Northerly on Ten Acre Lott in the
second tier of Lotts with force & arms broke & entered
and the said Daniel's white Pine Trees in number
Twenty three lately growing to the Value of Twenty
Pounds with force & arms cut down & carried away
contrary to Law & against our peace & to the Damage
of the said Daniel (as he saith) the Sum of fifteen Pounds
the Parties severally appear and agree to refer this Case to the
Award Arbitrament and final Determination of Justin
Ely Abraham Burbanks & David Mosley Esq^r who are to
hear the said Parties, and the Judgement of them or any
two of them is to be final, to be returned into this Court
Judgement to be made up and Exon^r if accordingly &
the said Parties have Day here untill the second Tuesday of
November next

Fowler
as
Clap
No 30

Daniel Fowler of Westfield in the County of Hampshire
Innholder Plf is Ezra Clap of the same Westfield & Coun
ty aforesaid Yeoman Dft in a Plea of Trespass for that the
D^r Ezra at ^{s^d} Westfield on the twentieth Day of March one
thousand seven Hundred & seventy nine the said Daniel's
Close in said Westfield called his Legg Lott in the new Addi
tion No one Hundred & Ten & one Hundred & Eleven & the second
Tier of Lotts & bounded South on the River, West on Zachariah
Bugh's Land, North on the Ten Acre Lott & East on the said
Zachariah Bugh's Land with Force & Arms broke & entered
and the said Daniel's white Pine Trees to the Number of
Ten then lately growing to the Value of Ten Pounds with
Force & Arms cut down & carried away contrary to Law
and against our Peace and to the Damage of the said Daniel
(as he saith) the Sum of Nine Pounds The Parties severally
appear & agree to refer this Case to the Award Arbitrament
and final Determination of Justin Ely Abraham Burbanks
and David Mosley Esq^r who are to hear the said Parties & the
Judgement of them or any two of them is to be final, to be
returned into Court Judgement to be made up and Exon^r
if accordingly & the said Parties have Day here untill the
second Tuesday of November next

Sacket
vs
French
No 31

Adnah Sacket of Westfield in the County of Hampshire Gent
Plff vs William French late of Montgomery in the County of Louis-
iana Deft in a Plea of the Case for that said William at said
Westfield on the 25th day of August Anno Domini by his Note for Value
rec^d promised said Adnah to pay him Four pounds & five shillings
worth of Wheat Rye and Indian Corn the Wheat at seven shillings
Rye at three shillings and Corn at two shillings by the bushell to
be paid by the first day of January next with Interest from
Time of payment till paid, and said Adnah says he has
always been ready to receive said Wheat Rye & Corn. Yet said
William has never paid the same to the Damage of said Adnah
Ten pounds. The Plff appears and the Deft the three Times
called makes Default of Appearance here. Wherefore it is
considered that said Adnah do recover against said William
Four pounds thirteen shillings and six pence lawful Money
Damages and Costs of Court taxed at £1. 8. 10 & there of &c
Exon ist Sep^r 6th 1782

Butler
vs
Squire
No 32

Bildad Fowler of Westfield in the County of Hampshire
Plff vs Abel Squire late of Montgomery in the same
County Roman Deft in a Plea of the Case for that said Abel
at said Westfield on the 23rd day of July Anno Domini 1770
by his Note for Value rec^d promised said Bildad to pay
him Eight pounds & ten shillings lawful Money worth of
Grain within 18 months from the Date of said Note with
lawful Interest for the same till paid. And said Bildad
says he has always been ready at said Westfield to receive
said Grain. Yet said Abel the requested hath never paid
the same to the Damage of said Bildad Fifteen pounds.
The Plff appears and the Deft the three Times publicly called
to come into Court makes Default of Appearance here.
Wherefore it is considered by the Court that said Bildad do
recover against said Abel Fourteen pounds twelve shill-
ings and ten pence lawful Money Damages and Costs of Court
taxed at £1. 6. 10 & there of &c Exon ist Sep^r 6th 1782.

Solomon
vs
Munsell
No 33.

Bildad Fowler of Westfield in the County of Hampshire Roman Plff
vs Solomon Munsell late of Southwick in the same County Roman Deft
in a Plea of the Case for that said Solomon at said Westfield on the 30th
day of March Anno Domini 1776 by his Note for Value rec^d promised
said Bildad to pay him or Order Two pounds 5/8 with Use. Yet said
Solomon the requested hath never paid the same to the Damage of
said Bildad Two pounds. The Plff appears and the Deft
the called to come into Court makes Default of Appearance here.
Wherefore it is considered that said Bildad do recover against
said Solomon Three pounds three shillings & four pence lawful
Money Damages and Costs of Court taxed at £1. 6. 2 & there of &c

Fowler
21
Hullogg
No 34

Bildad Fowler of Westfield in the County of Hampshire 85
Thomas Plp of said Westfield of the same Westfield Hornam
Deft in a Plea of the Case for that said Gad at said Westfield on the
4th day of November Anno Domini 1774 by his Note for Value rec^d
promised said Bildad to pay him or Order Eight pounds
Money within eight months from the Date with lawful Interest
the same - Also for that said Gad at said Westfield on the 8th
day of March A.D. 1774 by his other Note for Value rec^d promised
said Bildad to pay him Eleven shillings & six pence Money on Demand
with Use - Yet said Gad the often requested hath not paid either
the aforesaid sum, to the Damage of said Bildad Eighteen
pounds - The Plp appears and the Deft the called to come into
Court makes Default of Appearance here - Wherefore it is
considered by the Court that said Bildad do recover against
Gad Eleven pounds ten shillings and six pence lawful Money
Damages and Costs of Court taxed at £1. 5. 10 & there of £
Exec^d 10th Sep^r 1782 -

Idem
21
Dewey & Noble
No 35.

Bildad Fowler of Westfield in the County of Hampshire Thomas Plp
Stephen Dewey Hornam & Noble Dewey Hornam both of Westfield
aforesaid Defts in a Plea of the Case for that said Stephen & Noble at
said Westfield on the 5th Day of April Anno Domini 1774 by their Note
for Value rec^d promised said Bildad to pay him Twenty pounds
worth of merchantable Wheat delivered to said Bildad at his House
in said Westfield by the first day of February Anno Domini 1777
with Interest - Also for that said Stephen & Noble at said Westfield
on the same 5th Day of April by their other Note for Value rec^d promised
said Bildad to pay him one thousand of twenty pounds worth of
merchantable Wheat delivered at said Bildad's House in said
Westfield by the first day of February Anno Domini 1776 with
Interest - And said Bildad says he has always been ready to
receive said Wheat - Yet said Stephen & Noble or either of them
have never paid said Bildad the same to the Damage of said
Bildad Sixty pounds - The Plp appears and the Defts the three
Times called to come into Court make Default of Appearance
here - Wherefore it is considered by the Court that said Bildad
do recover against said Stephen & Noble thirty pounds & three
shillings lawful Money Damages & Costs taxed at £1. 8. 0

Whereupon the said Stephen & Noble by Justin Esq Esq their Att^y
come and appeal from the Judgment of this Court to the Supreme
Judicial Court to be holden at Springfield in & for the County
of Hampshire on the fourth Tuesday of September next & he re
cognizes with Sureties as the Law directs for their prosecuting
said appeal with Effect as by said Recognizance appears -

Green
21
Woodworth
No 36.

Joshua Green of Westfield in the County of Hampshire Gent Esq Esq
of Murray held in the former County Hornam Deft in a Plea of the Case
for that said Eli at said Westfield on the last Day of March last in Consid
eration that said Joshua had before that Time at the special Instance and
Request of said Eli sold & delivered to him six bushells of Salt he the said
Eli then & there assumed on himself and to said Joshua faithfully pro
mised

to pay him so much for as the same Salt was reasonably worth
which said Joshua says is twenty five shillings per bushell of
which he gave said Eli three shillings value - Yet said Eli the request
hath never paid the same to the Damage of said Joshua Ten
pounds - The Plaintiff appears and the Deft the three Times public-
ly called to come into Court makes Default of Appearance here
Wherefore it is considered that said Joshua do recover against
said Eli Seven pounds four shillings lawful Money Damages
and Costs of Court taxed at £1.8.2 and thereof &c
Exce. i. f. Sep. 6. 1782

2 sheet
21
Chace
p. 37

Adnah Tackot of Westfield in the County of Hampshire Gent
Plff. v. Abner Ruel late of Montgomery in the same County Tenant
Deft in a Plea of the Case for that said Abner at said Westfield
on the 22nd day of December Anno Domini 1778 by his Note for Value
received promised said Adnah to pay him thirty seven shillings &
four pence on Demand with Interest for the same till paid -
Yet said Abner the requested hath not paid the same to the
Damage of said Adnah Six pounds The Plaintiff appears & the
Deft the called to come into Court makes Default of Appearance
here - Wherefore it is considered by the Court that said Adnah
do recover against said Abner Two pounds eight shillings
and eight pence lawful Money Damages and Costs of Court
taxed at £1.8.6 & thereof &c Exce. i. f. Sep. 6. 1782

Shephard
21
Williams
p. 30

David Shephard of Murrayfield in the County of Hampshire
Gent. Plff. v. Isaac Williams of Norwich in the same County Tenant
Deft in a Plea of the Case for that said Isaac at said Springfield
on the 12th day of July Anno Domini 1781 by his Note for Value re-
ceived promised said David to pay him or Order Three pounds Six
shillings and five pence on Demand with Interest - Yet said
Isaac has never paid the same to the Damage of said David
Seven pounds - The Parties appear & agree that this Case be
continued to the next Term and that Judgment then be final
And thereupon it is considered that said Parties have Day here
accordingly untill the second Tuesday of November next -

Robt
21
Toogood
p. 39

Stephen Robt of Westfield in the County of Hampshire Gent
Plff. v. William Toogood of the same Westfield Gent Deft in
a Plea of the Case for that said William at said Westfield
on the 20th day of March A.D. 1780 by his Note for Value re-
ceived promised said Stephen to pay him or Order Sixty three poun-
ds 11/9 lawful Money in Spanish milled Dollars or in Silver
at four shillings per bushell or Rye at three shillings or Indian
Corn at 2/ per bushell on Demand with Interest - And said
Stephen says he has always been ready to receive said Money
or Grains at said Westfield - Also for that said William
at said Westfield on the second Day of March last by his
other Note for Value received promised One Sam^l Fowler to pay
him or Order Eleven pounds fifteen shillings & 6^d in Spanish
milled Dollars or of Gold or Silver at 6/8 per ounce on Demand
with Interest - Afterwards viz on the same 2nd Day of March
the said Samuel by his indorsement assigned the same Note to said
Stephen and ordered the Contents thereof then due to be paid to the
of which said William then & there had notice and thereby became
liable and in consideration thereof promised said Stephen to pay him

the same on Demand but said William the other requested &c
has never paid either of said sums to the Damage of said
Stephen One hundred pounds. The Plf appears by Mr
Jamt Fowler his Att^y and moves that this action be continued to
the next Term, because he says the Def^t is out of the
and thereupon it is considered that said Parties have
here accordingly untill the second Tuesday of November next

Bagg
Toogood
No 20.

Roger Bagg of Westfield in the County of Hampshire Roman
Plf^r William Toogood in the same County Gent. Def^t in a Plea
of the Case for that said William at said Westfield on the last
day of April last past was justly indebted to said Roger in the
Sum of Seven pounds Six shillings lawful Money on the balance
of accounts according to the Quom^o annexed in consideration
thereof the said William then & there assumed on himself &
promised to pay said Roger the same Sum on Demand also
in that said William at Westfield on the Day last past paid
in consideration that said Roger had before that time at
his special Instance and Request sold & delivered to him a
Barn Frame he said William then & there assumed on himself
& promised to pay to said Roger so much Money as the same
Frame was reasonably worth - and said Roger says said
Barn Frame was well worth Eleven pounds lawful Money
of which said William then & there had Notice & after
wards said William paid said Roger four pounds part of
said Sum according to the Quom^o annexed to the Writ. Yet said
William the requested has never paid to said Roger the aforesaid
Sum but neglects it to the Damage of said Roger Nine pounds

The Plf appears and moves that this action be continued to the
next Term because the Def^t is out of the State and it is consid-
ered by the Court that said Parties have Day here untill the se-
cond Tuesday of November next

Adnah
Baker
No 41

Adnah Baker of Westfield in the County of Hampshire Gent.
Plf^r Simon Brown late of Westfield a householder Yeoman Def^t
in a Plea of the Case for that said Simon at said Westfield on the
4th day of September last by his promissory Note for Value rec^d pro-
mised said Adnah to pay him fifty One Spanish milled Dollars
on Demand without interest. Yet said Simon the requested hath ne-
ver paid the same to the Damage of the said Adnah Thirty pounds
The Plf appears by Jamt Fowler Gent his Att^y and the Def^t the
called to come into Court makes default of appearance here. Where-
fore it is considered by the Court that said Adnah do recover against
said Simon fifteen pounds & four shillings lawful Money Damages
and costs of Court taxed at £10.00 and thereof &c

Exec^d if^y Sep^r 6. 1782

Pratt
vs
Name
No 42

Nehemiah Pratt of Mansfield in the County of Bristol Gent. Plff
vs
Elisha Name of Westfield in the County of Hampshire Deft
in a Plea of the Case for that said Elisha at said Springfield on the 8
day of July current by his Note for Value recd promised the said
Nehemiah to pay him or Order Thirty eight pounds on Demand
with Interest. Yet said Elisha tho often requested has never paid
the same to the Damage of said Nehemiah Twenty pounds
The Plff appears and the Deft the three Times called to come into
Court makes Default of appearance here. Wherefore it is con-
sidered by the Court that said Nehemiah do recover against said
Elisha Thirty eight pounds three shillings and ten pence lawful
Money Damages and Costs of Court taxed at £2.12.10 & thus off
Exon. ff. Sep. 6. 1782

Sellows
vs
Heaton
No 44

Thomas Sellows of Melburne in the County of Hampshire Plff
vs
John Heaton of Melburne & for said Gent. Deft
in a Plea of the Case for that said John at Melburne & for said on the
11th day of July Anno Domini 1789 by his Note for Value recd pro-
mise to pay to pay to said Thomas or Order Five pounds eighteen
shillings to be paid on the old Way in Wheat at four shillings per
bushell on Demand with Interest till paid. And said Thomas
averts that he demanded of the said John the Contents of said Note
on the first day of March last at Melburne & for said and that he has
always been ready to receive the same of the said John and that so
much Wheat as would amount at the Rate of four shillings per
bushell to Five pounds eighteen shillings was at that Time and
ever since hath been and now is of the Value of Nine pounds
Yet said John tho often requested hath not paid the Contents of the
Note to said Thomas but neglects it to the Damage of the said Thomas
Nine pounds. The Parties now appear and on the 11th day of the Deft
it is considered that the said Parties have Day here until the second
Tuesday of November next

Ely &
vs
Miller & Co.
No 47

John Ely Yeoman and Justice Ely Esq. both of West Springfield
in the County of Hampshire Plffs
vs
Martha Miller
of Springfield in the same County Defendant of the last Will
and Testament of John Miller Esq. late of said Springfield dec.
and in said Capacity Deft in a Plea of Covenant broken
as is at large set forth in the original which on file
The Plffs appear by Justice Ely Esq. and the Deft the three Times
publicly called to come into Court makes Default of appear-
ance here. Wherefore it is considered by the Court that the said
Plffs do recover against the said Martha fifteen pounds six shil-
lings and six pence lawful Money Damages and Costs of Court
taxed at £1.11.11 and thus off. Exon. ff. Sep. 6. 1782

Same
vs
Smith
No 48

John Ely Yeoman and Justice Ely Esq. both of West Springfield in the
County of Hampshire Plffs
vs
Nathaniel Smith late of Springfield in
the same County Yeoman Deft in a Plea of the Case for that said
Nathaniel at said West Springfield on the 30th day of July Anno Domini
1765 by his Note for Value recd promised the Plffs to pay them or Order
Twenty five shillings & ten pence in twelve months with Interest. Also for
that said Nathaniel at said West Springfield on the same 30th day of July by one

other Note for Value recd promised the Plffs to pay them twenty
 eight shillings in twelve months with Interest Also for that said
 Mathias at said West Springfield on the same 30th day of July 1767
 One other Note for Value received promised the Plffs to pay them
 One other sum of twenty four shillings in twelve months with
 Interest - Also for that said Mathias at said West Springfield on
 the 28th day of August Anno Domini 1767 by One other Note for Value recd
 promised the Plffs to pay them eight shillings and four pence
 in four months from the Date with Interest - Also for that said
 Mathias at said West Springfield on the 14th day of July Anno
 Domini 1767 by One other Note for Value recd promised the
 Plffs to pay them Forty Nine shillings and ten pence on Demand
 and with Interest - Yet said Mathias the requested hath never paid
 either the sums aforesaid but neglects it to the Damage of said
 John & Custom Eighteen pounds - The Plffs appear
 by Justice Ely Esq^r their Att^y and the Def^t tho called to come into
 Court makes Default of appearance here - Wherefore it
 is considered by the Court that said John & Custom do recover
 against said Mathias Further, pounds fifteen shillings
 and two pence lawful Money Damages and Costs of Court
 taxed at £ 10. 7. 8 the 10th of Sep^r 1782

Hear
 Clark
 N^o 49

Charles Hear of Brimfield in the County of Hampshire. Plff
 against John & Custom Esq^r of the same County of Hampshire. Def^t
 Thomas Deft in a Plea that he render to him the said Charles
 Thirty two pounds lawful Money which he owes him and from
 him requests returns for this to wit that whereas the said John &
 on the second Day of December Anno Domini 1777 at Brimfield
 aforesaid by his Bond duly executed in Court to be produced
 did bind himself to the said Charles in the said sum of
 thirty two pounds to be paid to him the said Charles when said
 John should be thereto required - Yet said John the often requested
 hath not paid the same to the Damage of said Charles Fifty
 pounds The Plff appears and the Def^t tho three times called
 to come into Court makes Default of appearance here -
 Wherefore it is considered that said Charles do recover against
 said John Twenty One pound fourteen shillings lawful Money
 Damages and Costs of Court taxed at £ 15. 4. 8 the 10th of
 Sep^r 1782

Sherburne
 Shaw
 N^o 50.

James Sherburne of Brimfield in the County of Hampshire Plff
 against Jacob Shaw of Brimfield aforesaid. Plea in a Plea
 of Trespass whereon said James complains that said Jacob at
 Brimfield aforesaid on the 10th day of June last hath with
 Force and Arms did break and enter One Close of the said James
 containing One Acre and lying southerly on Land of Samuel Bath
 Westerly on Land of Thomas Sherman Northerly on Land of Samuel
 Sherman

and easterly on Land of said Jacob Shaw, and being entered the
said Jacob with Force and Arms did cut down & destroy
forty trees of the said Farms till then standing and growing in the
same Close and of the Value of four pounds and a large
Quantity of Underwood the said Jacob did then & there cut down
waste and destroy - And also the said Jacob afterwards on
the 6th day of August instant at Brimfield a fowlsaid the same
Close with Force and Arms did break enter and the Graft of
him the said James of the Value of twenty shillings there lately grow-
ing did now down take & carry away and other Graft of the
said James there lately growing of the Value of Ten shillings
with Oxen Cows & Horses eating up trod down & consumed and
other Wrongs then & there did contrary to Law &c. and against
the Peace & to the Damage of said James Twenty pounds -
The Parties appear and agree that this Case be continued to the
next Term and it is considered by the Court that said Parties
~~have Day here accordingly~~ until the second Tuesday of
November next

Hammond
vs
Munger
No 51

Samuel Hammond of Fairbridge in the County of Worcester
Plff in Action vs Solomon Munger of South Brimfield in the County of
Hampshire Deft in a Plea of the Case for that whereas the said
Solomon at said South Brimfield on the 29th day of January
Anno Domini 1776 by his Note for Value received promised said
Samuel to pay him Two pounds One Shilling & five pence within
six months with Interest - Yet said Solomon the request hath not
paid the same to the Damage of said Samuel Ten pounds
The Plff appears and the Deft the three Times publicly called to
come into Court makes Default of Appearance here - Wherefore
it is considered that said Samuel do recover against said Solomon
Two pounds fifteen shillings and three pence lawful Money
Damages and Costs of Court taxed at £ 1. 13. 9 & three of
Expense of Plff Aug^r 31. 1782

Brown
vs
Blackmore
No 52.

John Brown of Brimfield in the County of Hampshire
Plff vs Roland Blackmore of Western in the County
of Worcester Deft in a Plea of the Case for that said
Roland at said Brimfield on the 25th day of October last
by his Note for Value received promised said John to pay him
Twenty One Dollars here Money on Demand - Yet said Rol-
and the request hath not paid the same to the Damage of
said John fifteen pounds - The Plff appears and the Deft
the three Times called to come into Court makes Default of
Appearance here - Wherefore it is considered by the Court
that said John do recover against said Roland Three pounds
eighteen shillings lawful Money Damages & Costs of Court
taxed at £ 1. 13. 2 and three of Expense of Plff Aug^r 31. 1782

Charlton
vs
Lilly
No 53.

Elijah Harding of Fairbridge in the County of Worcester
Plff vs Reuben Lilly of Wilbraham in the County of Ham-
pshire Deft in a Plea of the Case for that said Reuben
at said Wilbraham on the 11th day of May Anno Domini 1773
by his Note for Value received promised said Elijah to pay him on
Order One pound ten shillings & eight pence in three months with

Interest. Also for that said Reuben afterwards to wit on the 8th
first Day of May last past at Wilbraham a pound & a penny in
debted to said Elyah in another sum of eight shillings & eight
pence according to Account annexed to the Writ and in Consideration
over thereof promised said Elyah to pay him the same on Demand
Also for that said Reuben at said Wilbraham on the same
first day of May in Consideration that said Elyah had before
that Time sold & delivered said Reuben One hundred of Charley
and fish, he said Reuben promised said Elyah to pay him
therefor on Demand so much Money as they were reasonably
worth which said Elyah avers to be Eighteen shillings and
eight pence of all which said Reuben then & there had No-
tice. Yet said Reuben has never paid either of said sum
to the Damage of said Elyah Ten pounds. The Pet^r ap-
pears and the Def^t the three Times publicly called to come into Court
makes Default of appearance here Wherefore it is considered by the
Court that the said Elyah do recover against said Reuben Three
pounds six shillings & three pence lawful Money Damages and
Costs of Court taxed at £1. 14. 3 & thereof &c. — Exon^r 4th Sep^r 1782

Hubbard
Charles
N^o 54

Simon Hubbard of Brimfield in the County of Hampshire
Yeoman Pet^r & Jonathan Charles of Brimfield a pauper Def^t
in a Plea of the Case for that said Jonathan at said Brimfield
on the eleventh Day of March last by his Note for Value rec^d pro-
mised said Simon to pay him Six pounds ten shillings
Silver Money on Demand with Interest. Yet said Jonathan
hath not paid the same to the Damage of said Simon Nine
pounds. The Pet^r appears and the Def^t the three Times pub-
licly called to come into Court makes Default of appear-
ance here. Wherefore it is considered by the Court that said
Simon do recover against said Jonathan Six pounds thirteen
shillings & three pence lawful Money Damages & Costs of Court
taxed at £1. 12. 10 & thereof &c. — Exon^r 4th Sep^r 1782

Treeman
Lilley
A. 55.

Benjamin Treeman of Turbridge in the County of Worcester
Gent^r Pet^r & Reuben Lilley of Wilbraham in the County of Ham-
psire Major Def^t in a Plea of the Case for that said Reuben at
said Wilbraham on the tenth day of May in the Year of our Lord
1773. by his Note under his hand for Value received promised said
Benjamin to pay him or Order One pound sixteen shillings
& four pence within six months for in the Late will be due &c. Yet
said Reuben hath not paid the same but in & out to the Damage
of said Benjamin Ten pounds. The Pet^r appears and the
Def^t the three Times publicly called to come into Court makes De-
fault of appearance here Wherefore it is considered that the said
Benjamin do recover against said Reuben Two pounds sixteen
shillings lawful Money Damages and Costs of Court taxed at
£1. 5. 0 & thereof &c. — Exon^r 4th Sep^r 1782

May
v
M. Clombock
No 56.

Samuel May of Boston in the County of Suffolk Plaintiff
v
M. Clombock of Palmer in the County of Hampshire Trader Defendant
in a Plea of the Case for that said James at Boston viz at Springfield a piece
on the 12th day of October last by his Note for Value received promised the
Plff to pay him ~~Ten~~ pounds ten shillings & One penny on Demand
with Interest Yet said James has not paid the same to the Dam-
age of said Samuel Fifteen pounds. The Plff appears and
the Deft the three times publicly called to come into Court makes
Default of appearance here. Wherefore it is considered that said
Samuel do recover against said James Ten pounds lawful
Money Damages & Costs taxed at £2. 13. 0 & thereof &
Exec. Off. Sep 2^o 1782

Field
v
Benjamin
No 57.

Samuel Field of Deerfield in the County of Hampshire Gent. Plaintiff
v
Benjamin Wells Jun^r of Greenfield in the same County Gent. Defendant
in a Plea of the Case for that said Benjamin at said Deerfield on the
5th day of May Anno Domini 1774 by his Note for Value received
promised said Samuel to pay him or Order Two pounds two shil-
lings and seven pence two paitings on Demand with Interest
and also for that said Benjamin at said Deerfield on the first
Day of June Instant was justly indebted to said Samuel in
the Sum of Seven pounds 10s 2⁴ to ball book accounts according
to the Schedule annexed to the Writ and said Benjamin then & there
in consideration thereof a sume over himself and to said Sam^l
promised to pay the same on Demand but hath not done it
to the Damage of said Samuel Fifteen pounds. The Plff
appears and the Deft the three times publicly called to come into
Court makes Default of appearance here. Wherefore it is
considered by the Court that said Samuel do recover against
said Benjamin Ten pounds thirteen shillings & seven pence
lawful Money Damages and Costs of Court taxed at £2. 2. 6
and thereof &
Exec. Off. Jan 29. 1783

Meeker
v
French
No 58.

Daniel Meeker of Becket in the County of Berkshire Plaintiff
v
John French of Montgomery in the County of Hampshire
re Norman Defendant in a Plea of the Case for that said John at
said Springfield on the 29th day of April last by his Note for
Value received promised said Daniel to pay him Ten pounds
two shillings & six pence lawful Silver Money on Demand with
Interest. Yet said John the requested has never paid the
same to the Damage of said Daniel Twenty pounds.
The Plff appears and the Deft the three times called to come into
Court makes Default of appearance here. Wherefore it is
considered that said Daniel do recover against said John Ten
pounds six shillings & six pence lawful Money Damages and Costs
of Suit taxed at £1. 13. 2 and thereof &
Exec. Off. Sep 6. 1782

Sather
v
Salem
No 59.

Timothy Sather of Northampton in the County of Hampshire Plaintiff
v
Nathaniel Coleman of Chesterfield in the County of Hampshire
husbandman Defendant in a Plea of the Case for that
said Springfield on the 22nd day of December Anno Domini 1781 by his Note
for Value received promised said Timothy to pay him three pounds & nine
pence in Silver money with Interest. Yet said Nathaniel hath not paid

the same to the Damage of said Timothy Eight pounds - The 89
Def appears and the Def't the three times publicly called
to come into Court makes Default of Appearance here - Where
fore it is considered by the Court that said Timothy do recover
against said Nathaniel Three pounds three Shillings & two
pence lawful Money Damages and Costs of Court taxed at
£1 14 4 and there of 8

Black
vs
Woolworth
No 60

James Black vs

Idem
vs
Tho: Smith
No 61

James Black of Murraysfield in the County of Hampshire Gent
Plff vs Thomas Smith of the same Murraysfield Thoman 2th in
a Plea of the Case for that said Thomas at said Spring field on
the 28th day of September Anno Domini 1780 by his Note for Value
received promised said James to pay him or Order Ten bushells of
good merchantable Rye in three months. and said James
says the same Rye would have then been worth five shillings
per bushell and that he has always been ready to receive
the same - Yet said Thomas has never paid the same to
the Damage of said James Six pounds - The Plf appears
and the Def't the three times publicly called to come into Court
makes Default of Appearance here - Where fore it is
considered by the Court that said James do recover against
said Thomas Two pounds eight shillings & seven pence lawful
Money Damages and Costs of Court taxed at £1 13 6 & there of
upon ist Dec^r 5. 1782

Forster
v
Gould
No 62

Biddad Forster of Winstfield in the County of Hampshire Roman
Plff v Thomas Gould late of Granville in the same County Roman
Deft in a Plea of the Case for that said Thomas at Springfield
on the 1st Day of November Anno Domini 1772 by his Note for Value
received said Biddad to pay him or Order Three pounds fifteen
shillings and eleven pence within fifteen months from
the Date of said Note with Interest from Time of Payment till paid
Yet said Thomas the requested has never paid the same to the Dam-
age of said Biddad Seven pounds. The Plff appears and the
Deft the three Times publicly called to come into Court makes Default
of Appearance here. Wherefore it is considered by the Court
that said Biddad do recover against said Thomas Four pounds
sixteen shillings & One penny Lawful Money Damages and Costs
of Court taxed at £ 1. 7. 4 and thereof Doon J^d Nov^r 14 1782

Jones
v
Darling
No 63

Benjamin Jones of Sandisfield in the County of Berkshire Gent
Plff v Joseph Darling of Palmer in the County of Hampshire
Roman Deft in a Plea of the Case for that said Joseph at
Palmer afores^d on the 5th Day of August Anno Domini 1779
by his Note for Value received promised said Benjamin to
pay him Three hundred & eleven pounds eleven shillings
and six pence Lawful Money by the first day of May
next after the Date of said Note with Interest. Yet said Jo-
seph the often requested has never paid the same to the Dam-
age of said Benjamin Four hundred pounds.

The Parties appear and agree to refer this Case to Mess^{rs} Aaron
Graves, Col Samuel Howel and Mess^{rs} Josiah Lynnen, the Award
of them or any two of them to be final. Report of the Referees to be
made as soon as may be. And the said Parties have Day
here until the second Tuesday of November next.

Gilson
v
Preston
No 64

John Gilson of Sunderland in the County of Hampshire Roman
Plff v Amos Preston of Deerfield in the same County Physician
Deft in a Plea of the Case for that whereas said Amos at Springfield
aforesaid had been Bailiff to said John from the 24th Day of
May last until the 24th Day of June last and during all that
Time had the Care and Management of two third parts in
Common of thirty nine Cicks of Pine Timber worth forty eight
pounds and whereas the said John at the special Instance
Request of said Amos had committed & delivered the said
two third parts to the Care & Management of said Amos to dispose &
make Profit thereof for said John he the said Amos after-
wards to wit on the same 24th Day of June in Consideration
thereof promised said John to render him a reasonable
Account thereof whenever afterwards he should be thereto
requested and said John in fact says that thereafter
to wit the same Day & Year he required the said Amos to render
to him a reasonable Account thereof. And the said Amos after-
wards to wit the same Day & Year he required said Amos to render him
a reasonable Account thereof accordingly. Also for that said Amos
at said Springfield on the last Day of June last past in Consider-
ation that said John at the special Instance and Request of said
Amos had before that Time sold & delivered to said Amos seven Loads

Wares and Merchandises personified said John to pay him there 30
for so much Money as the same were reasonably worth on Demand
And said John says the same Goods be were reasonably worth Three pounds
and eight shillings whereof said John then & there had Note. Yet
knows the often requested hath never performed either of said Promi-
ses to the Damage of said John fully five pounds. The Plaintiff appears
and moves that this Action may be continued the Debt being
out of her Note. And it is considered that said Parker have
Day here untill the second Sunday of November next.

Colton
at
Cooley
N^o 65.

George Colton of Springfield in the County of Hampshire the
man of the said Caleb Colton of the same Springfield Thomas Deft
in a Plea of the Case for that said Caleb at said Springfield
on the 20th day of May Anno Domini 1777 by his Note for Va-
lue rec^d promised said George to pay him Ten pounds Law-
ful Money on Demand without Intest. To the said Caleb the
often requested hath not paid the same to the Damage of
said George sixteen pounds. The Plaintiff appears and the Deft
the three Times publicly called to come into Court makes De-
fault of Appearance here. Wherefore it is considered by the
Court that said George do recover against said Caleb Fif-
teen pounds four shillings and three pence Lawful Money
Damages and Costs of Court taxed at £ 4 2s 2d & there of
Exce^{pt} Oct. 12. 1782

Tillotson
Coun^t 1
Smith
N^o 66.

Most humbly shews Ebenezer Tillotson that his Estate was attacked
and himself summoned to appear at the present Term of this Court
to answer to a suit brought against by Abner Smith and that said Abner
hath failed to prosecute the said suit. And therefor prays his
reasonable Costs ordered on a fieri by the Plaintiff may be
adjudged to him. And thereupon it is considered by the
Court that said Ebenezer do recover against said Abner
his Costs taxed at £ 4 2s 2d & there of Ex^{cept} Sep. 12. 1782

Ever
at
White
N^o 67.

Ephraim Sawyer of Partridgefield in the County of Hampshire
gent. Plaintiff Josiah White of Charlemont in the County of Hamp-
shire Defendant in a Plea of the Case for that said Josiah at said
Partridgefield via in Springfield on the 4th day of July in
the Year of our Lord 1781 by his Note for Value rec^d promised
said Ephraim to pay him or his Order sixteen pounds six-
teen shillings and one penny in Silver or Gold or other Money
equivalent on Demand without Intest. To the said Josiah the
often requested has never paid the same to the Damage of the
said Ephraim twenty four pounds. The Plaintiff appears and
the Deft the three Times publicly called to come into Court makes De-
fault of Appearance here. Wherefore it is considered by the Court
that said Ephraim do recover against said Josiah seventeen pounds
nine shillings six pence Lawful Money Damages & Costs
of Court taxed at £ 2 7s 2d & there of Ex^{cept} Aug. 31. 1782

Warner
vs
Sherman
No 68

Elisha Warner of Belchertown in the County of Hampshire Yeoman
Plff vs Thomas Sherman of Ware in the same County Yeoman Deft
in a Plea of the Case for that said Thomas a Belchertown a forsaide
on the 18th day of January 1782 by his Note for Value received prom-
ised to deliver said Elisha Warner Five pounds Silver Money
worth of good merchantable Wheat Flour to be delivered to the House
of Elisha Warner in Belchertown on or before the first Day of
June next the Flour to be delivered at the Price it goes at
in Silver Money in the Town of Western at the Time when
the Note is due taking out the Freight from Western to Elisha War-
ner's, on Exchange till paid. Yet said Thomas the often reques-
ted has never delivered the same to the Damage of said Elisha
fourteen pounds. The Plff appears and the Deft the three
times publicly called to come into Court makes default of
appearance here. Wherefore it is considered by the Court that
said Elisha do recover against said Thomas Nine pounds
six shillings and six pence lawful Money Damages and Costs
of Court taxed at Ten Guineas & thereof &c. Do. P. Sep^r 16 1782

Math^r Bellogg
vs
Eph^m Titch
No 69

Daniel Bellogg of Amherst in the County of Hampshire Yeoman & Gar-
dener Bellogg & Moses Bellogg both of Hadley in the same County Gar-
deners Executors of the last Will & Testament of Math^r Bellogg late of Hadley
a forsaide deceased. Plffs vs Ephraim Titch of Egremont in the Coun-
ty of Berkshire Esq^r Deft in a Plea that the said Ephraim renders to
them the said Daniel Gardner & Moses four pounds eighteen shil-
lings and five pence lawful Money which from them he unjustly
by detains for this to wit that where as the said Daniel Gardner &
Moses by the Consideration & Judgment of the Justices of the Inferior
Court of Common Pleas holden at Springfield within & for the
County of Hampshire on the third Tuesday of May Anno Domini
1774 recovered in their said Capacity of the said Ephraim Three
pounds and seven pence lawful Money Damages & One pound
seventeen shillings and two pence Costs of Suit as by the Record
of the said Judgment before our Justices of our said Inferior Court
remaining fully appears which Judgment is still in its full
Force wholly unsatisfied unreversed & unpaid. For altho the
said Executors have filed out a Writ of Execution on the said
Judgment Yet the same has been returned into the Clerks Office
of the same Court wholly unsatisfied whereby Action has accrued
to the said Executors to demand and have of the said Ephraim the
said sum of four pounds & eighteen shillings & five pence and
One shilling and five pence for the said Writ of Execution

Also that the said Ephraim renders to the said Daniel Gardner
and Moses another sum of four pounds eighteen shillings &
five pence which from them he unjustly detains for this to wit
that where as the said Daniel Gardner & Moses by the Consideration
& Judgment of the Justices of the Inferior Court of Common Pleas
holden at Springfield within and for the said County of Hamp-
shire on the third Tuesday of May Anno Domini 1774 recover
of the said Ephraim another sum of Three pounds & seven pence law-
ful Money Damages and One pound seven shillings & ten
pence Costs of Suit as by the Record of the said Judgment before the
Justices of our said Inferior Court remaining fully appears which

Judgment is still in its full force wholly unsatisfied unrecor-
ded and unpaid and upon which a writ of Execution has been issued whereby action has accrued to the said
Daniel Gardner & Moses to demand & have of the said Ephraim the
sum of four pounds eight shillings & five pence lawful Mo-
ney. Nevertheless said Ephraim tho' often requested hath not
paid either of said Sums to said Executors or either of them but
neglects & denies to do it to the Damage of said Daniel Gardner
& Moses in their said Capacity Twelve pounds. The Plaintiff
appear, and by the Court it is ordered that the said Parties have
Day here on till the second Tuesday of November next and that
no Travel or Attendance at this Term be hereafter taxed in the
Bill of Costs.

Edce Adm^r
my Estate of
Elisha Taylor
Rep^r for sale
of Real Estate

Barnabas Edce Adm^r on the Estate of Elisha Taylor do & humbly shew
that the personal Estate of said deceased is insufficient to discharge the
Debts due from said deceased and prays he may be empowered to
sell so much of the Real Estate of said Deceased as to enable him to dis-
charge said Debts. And thereupon it is ordered by the Court
that as it does not appear to the said Court that any Debts are due from
said Estate, therefore that said Petition be dismissed.

The foregoing Judgments Orders &c. being made &
entred up in Manner aforesaid and then the Court
was adjourned without Day

Att^y Robt Breck Cler

Hampshire The Commonwealth of Massachusetts

Common Pleas
Nov. Term
1782
At the Court of Common Pleas holden at Northampton in and for the County of Hampshire on the second Tuesday of November being the twelfth Day of said month and from Day to Day to the 16th day of the said month Anno Domini 1782

Justices of the said Court present — Jury of Trials —
Timothy Danielson Esq^r Joshua Woodbridge Towns^{hip} St^{ate}
Charles Porter Esq^r Joseph Dickinson
John Bliss Esq^r Lyman Clark
Samuel Mather Esq^r Elisha Mather
Simon Strong
Sett^{le} Clapp
Josiah Dickinson
Sol^o Clark

De Tal^{or} Eben^{er} Boltwood
David Nash
Ethan Poinoy
Joseph Lyman
Ethan Poinoy
Noadiah Leonard
Josiah Poinoy
Moses Cook Jun^r
Ethan Poinoy
Silvester Lead
Moses Mord
Josiah Purcell
On in Case Cook v. Tarr
On in Case Willis v. Day
On in Case Boltwood v. Ains

Cont. Cases

Waks
Woodbridge
Thomas Waks of Goshen in the County of Hampshire Gent^l vs
Joshua Woodbridge of South Hadley in the same County Gent^l
in a Plea &c as is at large of Record here to fore. The said Thomas being now three times called &c. Non suit & the Plea defaulted and the action is dismissed.

Willer
Saimman
Joseph Willer of Washington in the County of Berkshire Gent^l vs
James Saimman of Waverly Thomas and Goshen Res^{idents} vs
rays field Thomas both in the County of Hampshire Deft^s in a Plea &c as is at large of Record here to fore. The said Parties now appear and agree to submit this Case and all Demands between the said Parties to the Judgment Award & final Determination of John Kirkland Esq^r Maj^r Edward Taylor & John Brewster who are to hear the said Parties, and the Award of them or any two of them is to be final, to be returned to this Court Judgment to be made up and exp^{ended} paid accordingly, and the said Parties have Day here accordingly untill the second Tuesday of February next.

Page
Lucy
Joseph Cagg of Westfield in the County of Hampshire Gent^l vs
Josiah Cury of Great Barrington in the County of Berkshire
Thomas Deft^s in a Plea &c as is at large of Record here to fore. The Plea

Bagg
Dwight

appears by John Phelps Gent his Att^y and the Deft by Theo:
dore Sedgwick Esq^r his Att^y comes and defends the Force &
Injury when & and says he never promised in manner and
form as the Paper his Declaration against him hath all. Oyes
and there of puts himself on the Country And the said
Moses returning to himself the Liberty of waving the Demurre
on the Trial of the Appeal and then joining the Issue above ten-
ored now says that the Plea aforesaid and the Matters therein
contained are insufficient in Law and that he is neither hold-
den nor bound by the Laws of the Land to make answer
thereto and that he is ready to verify where fore for Want of a
sufficient Answer to his Declaration the said Moses Prays
Judgment and that his Damages and Costs may
be adjudged him And the said Jonah saith his Plea is
sufficient and the said Parker now agree that the
Affidavits of Tabitha Noble & John Callender taken for this
Court shall be improved on the Trial of the Appeal as if ta-
ken for the Supreme Court Whereupon all and sin-
gular the Jurors being seen and by the Court here now fully
understood. Forasmuch as it appears to the said Court that the
Plea aforesaid of the said Jonah by him above so read & the Matters
therein contained are a full & sufficient answer to the Declaration
of the said Moses and that he ought not to receive any Thing
upon his Plea aforesaid Therefore it is considered that the said
Moses by his Plea aforesaid receive Nothing, but that, in his ground
and Claim he be in mercy &c. And it is also considered that
Jonah do recover against said Moses Costs, for defending the
Truth of the said Moses &c. The said Moses by his said Att^y appeals
from the Judgment of this Court to the Supreme Judicial Court
to be holden at Northampton in and for the County aforesaid on
the last Tuesday of April next and he recognizes with Sure-
ties as the Law directs for said Moses prosecuting his said
Appeal with Effect as by said Recognizance on File does
appear

Phelps
Ashley

Noah Phelps of Westfield in the County of Hampshire Gent &
William Ashley of Westfield in the County of Berkshire Gent Deft in
a Plea &c as is of Record here to fore The said Parker now appear &
agree to refer this Case to the Judgment. Award & Determination of
Timothy Robinson Esq^r M^{rs} Samuel Bancroft & William Cooley
the Award of them or any two of them to be final, to be returned to
this Court Judgment to be made up and Execution of same award-
ingly. and the said Parker have Day here untill the second Tues-
day of February next after the 2^d Second Tuesday of November.

Dwight
Bagg

Nathaniel Dwight of Belchertown in the County of Hampshire Gent &
as is of Record here to fore The Deft being now here in, called on - Non-
sub and the Deft defaulted & the Action is dismissed

Mary
or
Breck } Chester Mary of Hartford in the County of Middlesex & State of Vermont
vs
Taylor Dep^t & Samuel Breck of Northampton in the County of
Hampshire Taylor Dep^t in a Pha &c. as is of Record hereto
fore. The said Parties now appear and the Dep^t by John Williams
highly moves that this action may be continued to the next Term
and it is considered that the said Parties have Day here until the se-
cond Tuesday of February next after the second Tuesday of November

Shelton
Tillotson } John Shelton & Daniel Cook of Danville in the
County of Hampshire Dep^t vs Daniel Tillotson of Danville in the same
County Tillotson in a Pha &c. as is of Record hereto fore. The Parties now
appear and agree that this action be continued without Cost to the next
Term and it is considered that the said Parties have Day here
until the second Tuesday of February next

Meeker
vs
Abbe } Daniel Meeker of Burkeham in the County of Berkshire Common Pleas
vs Richard Abbe of Enfield in the County of Hartford & State
of Connecticut Dep^t vs Abbe in a Pha &c. as is of Record at a
former Term and the said Daniel being now called to come
into Court is Non suit and the said Richard is default
and the action is dismissed

Thompson
vs
Thury } Jonathan Thompson of Springfield in the County of Hampshire
vs Thury Dep^t vs William Thury of W. Abrahams in the same County Dep^t
vs Thury in a Pha &c. as is of Record hereto fore. The Parties appear and
on the Motion of the Dep^t Council it is considered that they have
further Day here until the second Tuesday of February next

Blackfield
vs
Blackfield } John Blackfield of Springfield in the County of Hampshire vs
William Blackfield of the same Springfield Common Pleas
vs Blackfield in a Pha &c. as is of Record hereto fore. The said Parties now appear
and on the Motion of the Dep^t it is considered that said Parties have
Day here until the second Tuesday of February next

Wilde
vs
Bryant } Elent Wilde of Chutesbury in the County of Hampshire Common
vs Appellant vs Benjamin Bryant of Chutesbury in the
same County Appellee in a Pha &c. as is of Record hereto fore
The said Parties now severally appear, and Captⁿ Elijah Hunt &
others hereto fore appointed Referees in this Case, now bring into
Court their Award as follows. We the Subscribers being appointed
Referees &c. having attended the Service and heard the said Parties
and their several Phas Proof and Allegations and maturely
considered the same do award and determine that the said Elent Wilde
recover against the said Benjamin Bryant the Sum of Seventeen
shillings and six pence Damages and for the Costs of the several
Courts Two pounds & two pence also the Costs of the Referees being
eighteen shillings amounting in the whole to three pounds fif-
teen shillings and eight pence, all which is humbly submitted
Elijah Hunt John Clark, Martin Parroy

Porter vs
Perkins &c } Isaac Porter of Hallowell in the County of Hampshire vs
Perkins &c Dep^t vs Nathaniel Perkins Common Pleas
vs Perkins in a Pha &c. as is of Record hereto fore. The Dep^t being now three Times called
is Non suit & Dep^t defaulted and the action is dismissed

Gill
Wells

Thomas Gill of the County of Hampshire Roman
Papst General Willard of Greenfield in the County of Suffolk
in a Plea as is of Record heretofore in the Plea appears by the Court
by his Att^y and the Def^t the three Times publicly called to come
into Court makes Default of appearance here. Wherefore it is
considered that said Alexander do recover against said Roman seven
teen pounds and six pence lawful Money Damages and Costs of
Court taxed at £2.17.10 and thereof &c

Bingham
Temple

Robert Bingham of South Thetford in the County of Hampshire
Roman Papst General Willard of Greenfield in the County of Suffolk
in a Plea as is of Record heretofore in the Plea appears
by the Court by his Att^y and prays Judgment &c and it is con-
sidered by the Court that the said Robert do recover against the said William
sixty five pounds & ten shillings lawful Money Damages & Costs of
Court taxed at three pounds & six pence. Whereupon the said
William by his Att^y John Williams Esq^r appeals from the judg-
ment of the Court to the Supreme Judicial Court to be holden at
Worthington in and for the County of Hampshire on the
last Tuesday of April next and he recognizes with the
as the Law directs for said William prosecuting his said
Appeal with Effect as by said Recognizance on file does
appear

Spinwall
Leonard

William Spinwall of Brookline in the County of Suffolk
Physician Esq^r Benjamin Leonard Esq^r of West Springfield
in the County of Hampshire Roman Def^t in a Plea
of Ejectment &c as is of Record heretofore and now at this
Time the Plea appears by the Court by his Att^y and the
Def^t by Caleb Strong Esq^r & Weston Esq^r his Att^y comes and defends
&c and reserving to himself the Liberty of waiving this Plea &
making any new Plea on the Trial of the Appeal says he does
promised the Plea in such Matter and Form as the Plea hath
within alleged against him and thereof he puts himself on
his Country. And the said William consenting to the above
Reservation of the said Benjamin says that the Plea above filed
of the said Benjamin and the Matters therein contained are
an insufficient Answer to the within Declaration and that he
is not holden by the Law of the Land to make any Answer thereof
which he is ready to verify, wherefore for Want of a sufficient
Plea of the said Benjamin he prays Judgment for recover-
ing Sixteen and Possession of the Lands demanded & Costs
and the said Benjamin says his Plea is sufficient

Whereupon all and singular the Premises being seen and by the Court
fully understood, for that it appears to the said Court that the
Plea aforesaid of the said Benjamin by him above pleaded and
the Matters therein contained are an insufficient Answer to
the Declaration aforesaid of the said William and ought not to
preclude the said William from having and maintaining his
Action aforesaid, and because the said Benjamin hath not de-
nied in any Manner the aforesaid Action and Plea of the said
William. Therefore it is considered that the said William do
recover against the said Benjamin Sixteen and Possession of the Land
demanded and the Appurtenances and Costs of suit taxed at four
pounds and ten shillings. And now the said Benjamin

be further to be heard & appeals from the Judgment of the Court
to the Supreme Judicial Court to be holden at Northampton in
and for the County of Hampshire on the last Tuesday of April
next and he recognises with his sureties as the Law directs for the said
Benjamin prosecuting said Appeal with Effect as by said Recog-
nizance on File appears

Gyration & Boston } Charles Gyration of Springfield in the County of Hampshire
Defendant } vs. Andrew Cotton of the same Springfield Cordwainer
Deft in a Plea of Ejectment &c as is of Record here to fore
The Deft now appears by Moses Bliff Esq^r his Att^y and the Deft
the three Times publicly called to come into Court makes Deft
ult of Appearance here - Wherefore it is considered by the Court
that the said Charles do recover against the said Andrew Popy-
sion of the Lands with the Appurtenances sued for and Costs
of Court taxed at Two pounds five shillings & four pence
three of &c Exon of Tax. hab. Esq. Jan^y 4. 1783.

Bolwood & Ares - } Ebenezer Bolwood Gent Samuel Bolwood Thomas Solomon
Bolwood Thomas and Elisha Bolwood Thomas all of Northampton
in the County of Hampshire Deft of William Duns of Hadley in
the same County Thomas Deft in a Plea of Trespass &c as is
of Record here to fore - The Deft now appears by Simon Strong Esq^r
his Att^y and the Deft by Caleb Stone & William Esq^r his
Att^y come and defend &c and in Answer he is not
guilty in Manner and Form as the Deft in their Declaration
against him have alleged and there of for Trial puts
himself on the Country - And the Deft by their Att^y
do the same and the said Elisha by his said Guardian
likewise - Whereupon the Jurors of the Jury according to
the Form and Effect of the Statutes in suits here made &
provided at this Time returned and pronounced
being demanded, likewise come here who to say the Truth
concerning the Premises, being duly sworn declare upon
their Oaths that they find that the Deft is guilty and a just
Damages to the Deft at twenty shillings - And thereupon
it is considered by the Court that the Deft do recover
against said William twenty shillings & lawful Moneys
Damages and Costs of Court taxed at £

Whereupon the said Ebenezer Samuel Solomon & Elisha by
Simon Strong Esq^r their Att^y appeal from the Judgment of this
Court to the Supreme Judicial Court to be holden at Northampton
in and for the County of Hampshire on the last
Tuesday of April next and he recognises with his sureties as
the Law directs for their prosecuting said Appeal with Effect
as by said Recognizance appears

Baker & Chavland } Daniel Baker Jun^r of Montague in the County of Hampshire Deft
vs. } vs. Tixall Chavland late of Haverhill in the County of Hants and
late of New Hampshire Thomas Deft in a Plea of Ejectment &c as is of Record here
to fore - The Parties now appear & agree that this Case be continued to the
next Term and that Judgment there be final - And it is considered that
the said Parties have Day here until the second Tuesday of February next

Here
Burdwell } Simon Burdwell of the same Parish lower Roman Deftina
Deftina as is of Record heretofore. The Def now ap-
pears by Simon Strong Esq. his Att^y and the Def to the three
Times publicly called to come into Court makes Default of
Apparance here. Wherefore it is considered by the Court
that said Def do recover against said Simon Twenty two
pounds thirteen shillings and three pence lawful Money Dam-
ages and Costs of Court taxed at Two pounds One shilling
and six pence & thereof &c

Palmer } Timothy Palmer of Suffield in the County of Hampshire
v. Strong } Roman Deft. John Strong of Pittsfield in the County of
Berkshire Deftina as is of Record heretofore. The Def appears by Thomas Gold Gent his Att^y and the Def to the three
Times publicly called to come into Court makes
Default of Apparance here. Wherefore it is considered by
the Court that said Timothy do recover against said John
Twenty eight pounds eight shillings and One penny lawful
Money Damages and Costs of Court taxed at £2. 15. 0
and thereof &c Exonif. Nov. 20. 1782

Dan^r Fowler } Daniel Fowler of Westfield in the County of Hampshire. Deft.
Biddad Fowler Jun^r & John Fowler Jun^r both of Westfield a sons
Deftina as is of Record heretofore. The Parties appear and agree that this Case be
continued to the next Term under the Rule heretofore entered into
and it is accordingly considered that the said Parties have Day
here untill the second Tuesday of February next

Dan^r Fowler } Daniel Fowler of Westfield in the County of Hampshire Deft.
v. Biddad Fowler of the same Westfield Deftina as is
of Record heretofore. The Parties appear and agree that this Case
be continued to the next Term under the same Rule heretofore
entered into. and it is considered that the said Parties have Day
here untill the second Tuesday of February next

Supra } David Shephard of Murrayfield in the County of Hampshire
v. William } Gent Esq. Isaac Williams of Norwich in the same County Ho-
man Deft in a Deftina as is of Record heretofore. The Def
being now called is Non suit and the Def defaulted and
the Action is dismissed

Voth } Stephen Voth of Westfield in the County of Hampshire
v. Toogood } Gent Esq. William Toogood of the same Westfield Deft
Deftina as is of Record heretofore. The Def now
appears by Samuel Fowler Gent his Att^y and the Def to the three
Times publicly called to come into Court makes Default of
Apparance here. Wherefore it is considered by the
Court that said Stephen do recover against said William
Eighty three pounds eighteen shillings and three pence lawful
Money Damages and Costs of Court taxed at £1. 19. 8 and
thereof &c Exonif. Nov. 18. 1782

Bagg
as
Torgood

Roger Bagg of Westfield in the County of Hampshire Term 95
Pet. vs. William Torgood of the same Westfield Gent Deftm a
Shake as is of Record here to fore. The Deft appears by Samuel
Bowler Gent his Att and the Deft the three Times publicly called to
come into Court makes Default of Appearance here. Wherefore
it is considered by the Court that said Roger do recover against
said William Seven pounds ten shillings of Lawful Money
Damages & Costs of Suit taxed at £ 1. 14. 6 and there of &c
Exon. off. Vol. 18. 1782.

Tollous
as
Haton

Thomas Tollous of Helburne in the County of Hampshire His
bandman & Pet. John Haton of Helburne a forsaide Gent Deft.
in a Shake as is of Record here to fore. The Deft appears by Ca-
pit. Brown Esq his Att and the Deft the three Times publicly call-
ed to come into Court makes Default of Appearance here
And it is thereupon considered by the Court that this Case be
continued for Judgment to the next Term

Sherman
as
Shaw

James Sherman of Brimfield in the County of Hamp
shire Gent Pet. vs. Jacob Shaw of Brimfield a forsaide
Yeoman Deft in a Shake as is of Record here to fore
The Deft being now called is. Nonvult & the Deft is of faulted
and the Action is dismissed

Black
as
Heworth

The Parties now appear and agree that this Case be continued to
the next Term under the same Rule here to fore entered
into and it is considered that they accordingly have Day
here untill the second Tuesday of February next

Jones
as
Darling

Ebenezer Jones of Sandisfield in the County of Berkshire
Gent. Pet. vs. Joseph Darling of Palour in the County of Hamp
shire Yeoman Deft in a Shake as is of Record here to fore
The Parties now severally appear and Samuel Howd others app-
ointed Referees in this Case now bring into Court their Award
as follows - We the Subscribers being appointed Referees
after hearing the Parties and their Allegations. are of Opinion
and give it as our Judgment that the said Jones's Darling
pay to the said Ebenezer Jones the Sum of twenty two pounds
ten shillings and six pence Lawful Silver Money and all Costs
Writings on Hand &c. Saml How. Aaron Frazer, Esq. Referees
Thereupon it is considered by the Court that the said Ebenezer
do recover against said Jones the Twenty two pounds ten shillings
and six pence Lawful Money Damages and Costs of Suit
and Referees taxed at Nine pounds eight shillings & two
pence and there of &c
Exon. off. Vol. 19. 1782.

Gilson
Preston

John Gilson of Sunderland in the County of Hampshire Thom
Sup 21. Amos Preston of Deerfield in the same County Thys
and Def in a Plea &c as is of Record hitherto fore the Def appears
by John Williams Esq his Att^y and the De, at the three Times pub-
licly called to come into Court make his Default of Appearance
here Wherefore it is considered by the Court that said Def do
recover against said Amos Twenty three pounds eight
shillings lawful Money Damages and Costs of Court taxed
at £2. 6. 8 and thereof &c - Execut^y P. Nov 25. 1782

Shellogg & Co
Fitch Esq

Daniel Shellogg of Amherst in the County of Hampshire Ho-
man, Gardiner Shellogg and Moses Shellogg both of said County in the
same County Administrators Executors of the last Will &c
of Nathaniel Shellogg late of said County deceased Pet^r & Inter-
mitt Fitch of Egremont in the County of Berkshire Esq Def^r
in a Plea &c as is of Record hitherto fore - The Parties now appear
and agree that this Case be further continued to the next Term
and it is considered that the said Parties have Day here
untill the second Tuesday of February next

New Entries
Welch
Woodward
No 1.

William Welch of Northampton in the County of Hampshire Ho-
man Pet^r & Inter- Park Woodward of the same Northampton Ho-
man Def^r in a Plea of the Case for that the said William
on the first Day of October aforesaid at Northampton aforesaid had done
and performed for him the said Park Service and Labour
in driving Cattle from S^t Northampton to West Point in the
State of New York at his the said Park special Instance &
Request and also for that the said William had by his Com-
mission afterwards to wit on the same first Day of October at S^t
Northampton done and performed for him the said Park like
Service and Labour in driving and taking Care of Cattle, he
the said Park afterwards to wit on the same Day & Year at North-
ampton aforesaid undertook & promised that he would for the
said Service pay the said William so much Money as said
Service were reasonably worth, and said William says
said Service were well worth Seven pounds lawful Money
whereof said Park afterwards to wit the same Day last aforesaid
had Paid - Also for that said William the same Day & Year
aforesaid at Northampton aforesaid at the special Instance
and Request of the said Park had paid out and expended
for the use of said Park divers sums of Money to wit the
sum of ten shillings he the said Park in Consideration thereof
afterwards to wit on the same Day aforesaid faithfully pro-
mised he would repay the same, whenever afterwards he
should be required - Yet said Park his several Promises & As-
surance not regarding, has never paid the sum aforesaid but
neglects it to the Damage of said William in pounds - The Pet^r
appears by Joseph Clark Esq his Att^y and the Def^r the three Times
called on to make Default of Appearance here - Wherefore it is

considered that said William to recover against said Park the
Sum of Seven pounds five shillings five pence Money Damages and Costs
of Court and at 11. 1. 8 & 11. 1. 8 & 11. 1. 8 & 11. 1. 8 Nov. 19. 1783.

Villiston & al
Day
p. 2

John Williston Gent. Nathaniel Morgan Gent. Frederick Bagg Gent
Levi Ely Honan Nathaniel Taylor Honan Justin Morgan Honan
John Williston Honan Isaac Morgan Honan William Morgan Honan
Sara Farnum Honan Sarah Smith Honan Ebenezer Bagg the
Second Honan Daniel White Honan Solomon Miller Honan
Daniel White Honan David Miller Honan Nathaniel Bagg
Honan Stephen Morgan Honan Joseph Ashley Honan Ezekiel
Ashley Honan Ebenezer Bagg Honan Judah Bagg Honan
John Bagg Honan Aaron Bagg Honan Miles Morgan Honan
Ezekiel Morgan Honan Enoch Morgan Honan Simon Brooks
Honan Samuel Morgan Honan Timothy Morgan Honan
Josiah Farnum Honan Thomas Bagg Honan Ezekiel Bagg
Honan Nicholas Hunker Honan Caleb Bagg Honan John
Sanborn Physician Asahel Taylor Honan John Taylor the
Second Honan Samuel Alwood Honan & Horace White Honan
all of West Springfield in the County of Hampshire, Charles Sym-
on Esq. & Elizabeth Dwyer & Gentlemen both of Springfield in
the same County & Suggles Gent of Springfield in the County
of Hartford & State of Connecticut. Pp. 1. Luke Day of
West Springfield a Counselor Gent Deft in a Plea of Turpess
on the Case for that whereas at said West Springfield on the
tenth Day of June last past the Deft being duly charged & directed
and ordered to provide and procure a Recruit for the Continental
Army to be one of the Number set and appointed for said Town
of West Springfield according and pursuant to the Laws in that
Case made and provided a certain Conversation was moved
and had between the Pps and said Luke Day of and concern-
ing his the said Luke providing and procuring a suitable
sufficient Person to serve as a Soldier in the Continental
Army for the Term of three Years and who should answer
and be accepted as and for the Recruit to which the same Pps
were ordered and obliged to procure according to the provisions of
the Acts and Laws aforesaid, and in that Conversation mention
was made by the said Luke to the Pps of a certain Negro Man
named Prince Freeman who was supposed to have run away
from his Master then an Inhabitant of the State of New York
who had been taken up as a Runaway Servant & was then
confined in the Common Jail in Springfield aforesaid who
was willing to enlist for said Term and would well answer
as a suitable & sufficient Recruit for the same Class & who
the said Luke supposed might probably be hired or purchased
from his said Master very reasonably; and the Pps thinking
it very probable this Negro Man might be obtained & would
well answer their purpose as a Recruit for the Army aforesaid
and being very desirous to discharge their Duty and provide a Sol-
dier

Williamson & Co for the Army as soon as they could be then they agreed with
said Luke Day to furnish him with money to hire or
purchase said Negro Servant of his said Master if it
might be and likewise reward him for his own Pains and
Trouble in transacting the Business for them and the said
Luke Day then & there agreed with the Peeps to go into the said
State of New York for them he having also private Business
of his own to transact there and endeavour to hire or pur-
chase said Negro Servant of his said Master, the Peeps
bearing and defraying the One half of the Expenses of his
Journey over and above what he should be obliged to give
and pay the Master for the Hire and purchase of said
Negro Servant, to which the Peeps agreed and then they fur-
nished the said Luke with a certain Sum of Money to hire
or purchase said Negro Servant of his Master and which
the said Luke then and there received of them for that pur-
pose, and the Peeps further agreed to pay said Luke
whatever more the said Negro should cost, if any, when-
ever said Luke should return, and it should be certainly
known what it would cost to hire said Negro and also
to bear and defray One half of the Expenses of his the said
Luke's Journey to and from the said Luke then & there agreed
and undertook in Consideration thereof to go
into the State of New York and that he would faithfully en-
deavour to hire and procure said Negro to serve as a Soldier
and Recruit for the Peeps' Staff as a foraid, & accordingly
the said Luke having received the Peeps' Money for that
purpose as a foraid taking with him a descriptive
List of the said Negro and being previously assured
by said Negro that he would enlist into the Service &
having also received Information from the said Negro who
his Master was & where he lived, in pursuance of his said
Agreement and Undertaking with the Peeps went into the
State of New York and hired or purchased the said Negro
Servant of his said Master and took an Assignment of
him said Negro from his said Master in Order that he
might enlist into the Public Service as a foraid for a
certain Sum of Money which was agreed between them
being twenty seven pounds lawful Money and for this
purpose said Luke paid and advanced to the said Master
the Money he the said Luke had before received of the Peeps
as a foraid saving his own Expenses, and upon his Ret-
urn some soon after he the said Luke gave Information to
the Peeps of what he had done and likewise that as he had
been disappointed as to some private Advantage he had
expected to make to himself from his Journey that he should
appear and receive of the Peeps that they would bear & defray
the whole Expenses of his Journey together with the Hire of his
Horse to all which they readily agreed and expected said Negro
to be enlisted received and mustered for their Staff as a foraid, by is

Whiston & Luke Day

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the said Luke Day being informed and finding that he
could have a much larger sum for said Negro than
what the Peeps had agreed and were finally to give him said
Luke therefor and that he could readily make to himself and
was offered Forty Dollars more than what the Peeps had fin-
ally concluded & agreed upon as aforesaid, intending and
contriving subtly & craftily to deceive and defraud the
Peeps and in totally defeat and prevent the Peeps from hav-
ing said Negro serve as a Recruit for their said Class
as aforesaid and receive said forty Dollars to his own Benefit
there at said Springfield afterwards on the twentieth Day
of June last past did falsely affirm and declare to
the Peeps that he the said Luke had taken the utmost Pains
and had faithfully endeavoured to persuade & induce
the same Negro to enlist into the public Service & had
spent considerable Time for that purpose to obtain his Consent
but that the said Negro absolutely refused to enlist unless
he said Negro himself should have the further sum of
Fifty Dollars paid to himself over and besides what the
Peeps had agreed to give as aforesaid, whereas in fact
he the said Negro was ever ready and willing to enlist into the
public Service without insisting upon any such further
sum being paid to himself which he said Luke well knew
neither did he said Luke use any considerable Pains or End-
eavours to persuade and induce said Negro to enlist as
he said Luke intended, but said Negro was then & there
readily enlisted as a Soldier into said Service for the
Term of three Years and was duly mustered & received as
such and the said Luke in Order to accomplish his De-
ceitful purpose aforesaid did fraud the Peeps as
Recruits for their Class and deprive them of the Benefit
of the money advanced to them as aforesaid as well as
make unjust Gains & Profits to himself did then and
there sell and assign the said Negro man so by him
the said Luke hired or purchased as aforesaid to one
Lieut. Bonmister a Captain in said Service then at said
Springfield ^{employed} to receive and muster Recruits for said
Army for the sum of Forty five pounds he the said Luke
being wholly ignorant of the Penalties to and for the Use
and Benefit of another Class and in another of our
Towns in Order that he might be enlisted and said Negro
then & there readily enlisted into said Service without being paid
any sum to his own Use or receiving any Gratuity or Reward
whatsoever & the said Luke pretending & falsely affirming to the
Peeps that he the said Luke could not persuade & induce the said
Negro to enlist without such other and further sum of Fifty
Dollars paid to himself as before mentioned returned & gave
back to the Peeps the Money by them advanced for the Hire of the
said Negro into the Service as aforesaid which they the Peeps according

Williston
at
Luke Day

removed of the said Luke giving credit to his false Assertions
and deceitful Pretences aforesaid and being thereby induced
to believe that said Negro would not misbehave without
and unless he should be paid to his own Use the said
further and additional Sum of fifty Dollars, by means of
which said Assertions and deceitful Pretences & Practices
of said Luke the Peeps say they are not only deprived of a
Recruit for their said Ship which they had been at great
Pains and Trouble as well as Expence to procure & obtain
but also have been put to great pains & Expence to pro-
cure another, tho' as yet altogether in vain but likewise
liable and exposed to pay the whole penalty of the Law
for not furnishing a Recruit according to the Provisions
thereof to the Damage of the said Peeps as they say One hun-
dred pounds. The Peeps appear by Hope High & Caleb
Strong Esqrs their Attys and the Deft by Simon Strong and
Theodore Lodgevic Esqrs his Attys comes and defends the Force
and Injury when & and says he is not guilty in Manner
and Form as the Peeps in their Declaration against him
have alleged and thereof puts himself on the Country
and the Peeps likewise. Whereupon the Jurors of the
Jury according to the Form and Effect of the Statutes in
such Case made & provided at this Time returned
and unparralled being demanded likewise come
here who to say the Truth concerning the Premises
being duly sworn declare upon their Oaths that
they find that the Deft is guilty and assess Damages
to the Peeps at fifteen pounds. Wherefore it
is considered by the Court that the Peeps do recover ag-
ainst the said Luke Day fifteen pounds lawful Money
Damages and Costs of Court taxed at £2.6.4
Whereupon the said Luke appeals from the Judgment of this
Court to the Supreme Judicial Court to be holden at Northamp-
ton in and for the County of Hampshire on the last Tuesday
of April next and he recognises with Sureties as the Law
directs for his prosecuting said Appeal with Effect as by
said Recognizance appears

French
vs
Henn
No 3

John French of Montgomery in the County of Hampshire
Trader Deft vs Malcom Henry of in the County of Berk-
shire Gentn Deft in a Plea &c as may be seen at large in
the original Writ. The Parties now appear & agree to refer
this Case to the award &c of Jonathan Innes Esqr John Ingersoll
Esqr and May Edward Taylor &c and it is considered
that said Parties have Day here untill the next Term &c

Henn
vs
Cundin
No

John French of Montgomery in the County of Hampshire Trader Deft
vs Malcom Henry of in the County of Berkshire Gentn
Deft in a Plea &c as is at large in the original Writ. The Parties
appear and agree to refer this Case & all Demands to the award of
the three Justices last above named &c and it is considered
that said Parties have Day here untill the next Term &c

Book
as
Page
No. 5

Noah Cook of Hadley in our County of Hampshire Gentⁿ 98
Petitioner Elias Tapp of Hadley aforesaid Yeoman Deftⁿ in a
Petition for that the said Elias at said Hadley on the
24th day of July last past the said Noah's Close in Had
eighthth Day of July last past the said Noah's Close in Had
by aforesaid called the said Noah's Lot in Honey not bounded
West on the River South on Land of Elisha Cook East on a Way
North on School Land so called with Fore and Arms broke &
entered and the said Noah's Grass there lately growing to the
Value of forty shillings with Fore and Arms cut down car
ried away and destroyed and many other Writings to the
said Noah then & there did contrary to Law and against
the Peace to the Damage of said Noah Five pounds

The Petitioner by Simon Strong & Caleb Strong Esq^r
his Att^y and the Deftⁿ by John Williams Esq^r his Att^y
comes and defends & and her. Plea says he is not guilty
in Manner and Form as the Plea in his Declaration of
which he has alleged and though puts himself in
the County - And the said Noah likewise - Whereupon
The Jurors of the Jury according to the Form & Effect of
the Statute in such Case made and provided have de
monstrated, likewise come here who to say the Truth con
cerning the Petitioner being now imprisoned & sworn
declare upon their Oaths by Joshua L Woodbridge Gent^l
then Foreman that they find the Deftⁿ is not guilty do
And thereupon it is considered by the Court that the said
Elias do recover against the said Noah his Costs tax
ed at One pound twelve shillings and two pence
And thereupon the said Noah by Simon Strong Esq^r his
Att^y appeals from the Judgment of this Court to the
Supreme Judicial Court to be holden at Northampton
in and for the County of Hampshire on the last Tues
day of April next and he recognises with Sureties
as the Law directs for said Noah's prosecuting his
said Appeal with Effect as by said Recognizance ap
pears

Loomis
Woodward
No. 6

Nath^l Loomis of Sheffield in the County of Hartford and
State of Connecticut Yeoman Petitioner Park Woodward of
Northampton in the County of Hampshire Yeoman Deftⁿ in a
Petition for that said Park on the 27th day of August
A.D. 1788 at Northampton aforesaid by his Note for Value re
promised said Nath^l to pay him Nine pounds here & there
lately had money on Demand or the future of till paid Yet
said Park hath never paid the same but neglects it to the
Damage of said Nath^l Ten pounds The Petitioner by
Joseph Clark Gent^l his Att^y and the Deftⁿ the three times called
to come into Court makes Default of Appearance here
Wherefore it is considered that said Nath^l do recover against
Park Five pounds three shillings & seven pence lawful Money
Dam^s & Costs taxed at £1. 8. 8 & the cost of the Petitioner Nov. 19. 1782

May
as
Woodward
No. 7

Nehemiah May of Goshen in the County of Hampshire
Plaintiff vs Park Woodward of Northampton in
the same County Defendant in a Plea of Trespass on the
Case for that said Park on the Seventh Day of August last
at Goshen by his Note for Value rec^d promised to pay said
Nehemiah Fifteen pounds in Gold or Silver on Demand
Yet said Park the requested has not paid the same to
the Damage of said Nehemiah Twenty pounds —
The Plea appears by Joseph Clark Gent his Att^y and the Def^t
the three Times called to come into Court makes Default of
Appearance here — Wherefore it is considered that said
Nehemiah do recover against said Park Fifteen pounds
lawful Money Damages & Costs of Court taxed at £1. 7. 10 &
thereof &c. Exon. i^o. Nov. 19. 1782

Clark
as
Curdem
No. 8

Samuel Clark of Northampton in the County of Hampshire
Plaintiff vs Park Woodward of the same Northampton
County Defendant in a Plea of the Case for that said Samuel
on the first Day of October sold and delivered said Park
a Saddle to the said Park in Consideration thereof after
wards on the same Day promised to pay said Samuel
so much money as said Saddle was reasonably when
he should thereto be requested, and said Samuel says
said Saddle so sold & delivered as aforesaid was worth
Fifty One shillings of which said Park had Notice
Yet said Park the requested has never paid the same to
the Damage of said Samuel Five pounds — The Plea appears
by Joseph Clark Gent his Att^y and the Def^t the three Times
called to come into Court makes Default of Appearance
here — Wherefore it is considered that said Samuel do
recover against said Park Two pounds eleven shillings
lawful Money Damages & Costs of Court taxed at 21/2
and thereof &c. Exon. i^o. Nov. 19. 1782

Longford
as
Woodward
No. 9

George Longford of Northampton in the County of Hampshire
Plaintiff vs Park Woodward of the same Northampton
County Defendant in a Plea of the Case for that said Park on the Second
Day of July last at Northampton aforesaid by his Note
for Value rec^d promised to pay said George Six pounds
two shillings lawful Money in Silver or Gold on Demand
Yet said Park the requested has never paid the same
to the Damage of said George Twelve pounds — The
Plea appears by Joseph Clark Gent his Att^y and the Def^t
the three Times called to come into Court makes Default
of Appearance here — Wherefore it is considered that
said George do recover against said Park Three pounds
ten shillings lawful Money Damages & Costs of Court
taxed at £1. 10. 8 and thereof &c. Exon. i^o. Nov. 20. 1782

Spafford
Griswold
No 10

Amos Spafford of Granville in the County of Hampshire
vs
Jeremiah Griswold of Richmond in
the County of Berkshire
Deft in a Plea of the Case for that
said Jeremiah at Granville aforesaid on the fourth Day of July
Anno Domini 1777 by his Note for Value received, prom-
ised said Amos to pay him fourteen pounds lawful Mo-
ney on Demand with Use — Also for that said Jeremiah
by his other Note at Richmond aforesaid Northampton on the
thirteenth Day of June Anno Dom. 1780 for Value rec^d promi-
sed said Amos to pay him fifteen pounds worth of Cattle
or Money equal to what they went in the Year 1777 to be del-
ivered at Granville in the first of January then next
if not paid by that Time then on Interest, and the said
Amos avers he was always ready to receive said Cattle
or Money at said Granville. Yet said Jeremiah has never
tho requested paid the said Amos of Money to the Dam-
age of said Amos twenty six pounds. The Defendant
by John Chandler Williams Esq his Att^y and the Pl^t
the three Times publicly called to come into Court to make
Default of appearance here — Wherefore it is con-
sidered by the Court that said Amos do recover again-
st said Jeremiah Twenty One pounds Nineteen
shillings and three ^{pence} of lawful Money Damages and
Costs of Court taxed at £ 1. 19. 3 and 1/4
Exonors Nov. 18. 1782

Allis
vs
Goodrich
No 11

Sticha. W^{rs} of Williamsburgh in the County of Hampshire
Gent Pl^t vs William Goodrich of Rockbridge in the County
of Berkshire Esq^r Deft in a Plea of the Case as may be seen
at large set forth in the original Writ on the Files of this
Court — The Pl^t being now called in. Vowued and the
Deft defaulted and the Action is dismissed

Allis
vs
Cady
No 12

Sticha. W^{rs} of Williamsburgh in the County of Hampshire
Gent Pl^t vs Jeremiah Cady of Shelburne equivalent in the
County of Berkshire Gent Deft in a Plea of the Case as
is at large set forth in the original Writ on the Files of this
Court — The Pl^t being now three Times called in. Vowued
and the Deft defaulted and the Action is dismissed

Penfield
vs
Bagg
No 13

Daniel Penfield of Graftonville in the County of Hampshire
Gent Pl^t vs David Bagg of Pittsfield in the County of Berkshire
Deft in a Plea of the Case for that said David at Pittsfield
vs at said Northampton on the second Day of August Anno Domi
1773. by his Note for Value rec^d promised said James Easton
to pay him or Order Five pounds Seventeen shillings and
six pence lawful Money in six months with Interest and
afterwards the said James at Northampton aforesaid on the
first Day of October aforesaid by his Indorsement on said Note
assigned the same unto said Daniel and ordered the Contents
thereof then due to be paid to said Daniel of which the said
David then & there had Notice, and so became liable to pay the same

Penfield
21
Begg

unto the said Daniel and being so liable promised to pay
the same accordingly - The said David there requested hath
never paid the same to the Damage of said Daniel
seven pounds - The Def appears by In Chanc^y Williams
sent his Att^y and the Def^t the called to come into Court ma
ker Default of appearance here - Wherefore it is con
sidered by the Court that said Daniel do recover against
said David Four pounds eight shillings and One penny
lawful Money Damages and Costs of Court taxed at
£1. 17. 0 and there of &c. Execut^y Nov^r 18. 1782

Dwight
22
ring
No 14

Jonathan Dwight of Springfield in the County of Hampshire
Merchant Def^t v^s William King of Sunderland in the same
County Husbandman Def^t in a Plea of the Case for that
said William at said Springfield on the sixteenth Day of
April Anno Dom. 1781 by his Note for Value rec^d promised the
Def^t to pay him or Order fifty seven pounds two shillings &
seven pence in Spanish milled Dollars at six shillings each
on Demand with Interest - Also for that said William
at said Springfield on the eighth Day of November Anno Dom.
1781 by his other Note for Value rec^d promised said Jonathan
to pay him or Order Twelve pounds Sixteen shillings & ten
pence two farthings in Spanish milled Dollars at six shil
lings each on Demand with Interest - The said William
there requested has never paid said sums to the Damage
of said Jonathan twenty pounds - The Def appears
by M^r J^r B^r Esq^r his Att^y and the Def^t the three times cal
led to come into Court makes Default of appearance
here - Wherefore it is considered that said Jonathan
do recover against said William Fifty five pounds
twelve shillings and eight pence lawful Money Damages
and Costs of Court taxed at £1. 10. 6 and there of &c.
Execut^y Jan^y 4. 1783

Worthington
23
Colton
No 15.

John Worthington of Springfield in the County of Hampshire
Esq^r Def^t v^s Andrew Colton of the same Springfield Town
Def^t in a Plea of the Case for that said Andrew at said
Springfield on the 26th day of September Anno Dom. 1781
by his Note for Value rec^d promised said John to
pay him or his Order Five pounds three shillings & Nine
pence lawful Money on Demand with lawful Int
rest for the same till paid - The said Andrew there reques
ted hath never paid the same but neglects it to the
Damage of said John as he saith Eight pounds -
The Def appears by M^r J^r B^r Esq^r his Att^y and the Def^t the three
times called to come into Court makes Default of appearance here
Wherefore it is considered that said John do recover against said
Andrew Five pounds ten shillings and Nine pence lawful
Money Damages and Costs of Court taxed at £1. 10. 6 and
there of &c. Execut^y Jan^y 4. 1783

Colton
24
Mirick & Warr
No 16

To the Sheriff of our County of Hampshire his Under Sher
iff or Deputy Greeting - Whereas Andrew Colton of
Springfield in our said County of Hampshire Coramur by
the Consideration of our Justices of our Superior Court of Common

That holden at Northampton within and for our said County of Hampshire on the second Tuesday of April last
past recovered Judgment against Samuel Day late of Wil-
braham in our said County of Hampshire Rent Twenty
eight pounds fifteen shillings and eight pence lawful
Money Damages occasioned by his not performing his certain Pro-
mise to the said Andrew and thirty three shillings & ten pence
like Money for his Costs and Charges by him about this suit
in that behalf expended whereof the said Samuel is convicted
as by the Record thereof in our said Superior Court rem-
aining manifestly appears, and whereas the said Andrew
afterwards sued out One Writ of Exceon on the Judg-
ment aforesaid which according to said bearing Date the
seventeenth Day of April aforesaid in due Form of Law
and which the said Andrew afterwards that is to say
on the first Day of May last at Pittsfield Ver a Writ to
Northampton aforesaid delivered to One Daniel Horsford
then and even since a Deputy Sheriffe under the Sheriff
of our County of Berkshire to whom the same was duly
directed to serve execute and return the same according
to Law, he the said Samuel then & ever since living and
inhabiting in our said County of Berkshire & which Exceon
was returnable into our Superior Court of Common
Pleas, then next to be holden at Springfield within and
for our said County of Hampshire on the third Tuesday
of May last past at which same Superior Court he the
said Daniel Horsford then & still a Deputy Sheriffe as afore-
said made a Return indorsed on the Back of said Exceon that he
could not find Property or take the Body of the said Samuel Day and
he returned the same Exceon wholly unsatisfied and no part thereof
paid as to the appearance of Record, and the said Andrew says that
said Samuel hath avoided and could not be taken to satisfy
the same Exceon and the said Andrew hath supplicated us to
provide him Remedy in this behalf against Jonathan Mink
and Jesse Warner both of Wilbraham aforesaid Gentlemen
Bail and Sureties for said Samuel upon the Original Process
whereupon said Judgment was rendered, not only for his
appearing at but also for his abiding the Judgment of our
said Superior Court thereon We therefore willing that Jus-
tice be done herein command You that you make known to
the said Jonathan and Jesse Bail and Sureties for Samuel
as aforesaid if they may be found in your Precinct that they
be before our Justices of our Superior Court of Common
Pleas next to be holden at Northampton within & for our
said County of Hampshire on the second Tuesday of November
next to shew Cause if any they have why the said Andrew
should not have Execution awarded against them said
Jonathan and Jesse for his Damages & Costs. The Jury appears
by Moses Bliss Esq. his Att. and the said Jonathan & Jesse likewise
come into Court and bring in the said Samuel Day aforesaid and

with Interest till paid meaning with lawful Interest of 10%
the State of New York) and said Amos avers that the
par of a New York Currency is equal to Seven pounds & ten
shillings of lawful money. He said Nathaniel the request
has never paid the sum to the Damage of said Amos eleven
pounds. The Parties appear and agree that the Action be
continued to the next Term, and it is considered that said
Parties have Day here until the second Tuesday of February
next

Bingham
vs
Bigelow & Co
N^o 19.

• Laber. Bingham of South Hedley in the County of Hampshire
Thomas Pugh Amos Bigelow and Jonathan Southwick
 of Williamstown in the County of Berkshire Thomas Defts
 in and to the Case as is at large set forth in the original
 Written File. The Ill^y being three times called in Commit
 and the Defts defaulted and the action is dismissed.

Douglass
Phelps
No. 20.

Jonathan Douglass of Town, Verulam in the County of Albany
State of New York vs. J. B. Beral. The Court of Pittsford in
the same County Verulam Deftina & Pla of the Case for that
said Beral at Pittsford Ver in Springfielda found on
the 25th day of March Anno Domini 1782 by his Note for Value
received promised said Jonathan to pay him on Order twenty
pounds eight shillings, by the first day of April next with
lawful Interest till paid. It said Beral tho request to
has never paid the same to the Damage of S^r Jonathan
Thirty pounds. The Parties appear, and it is by the Court
moved that the Case may be continued for special Plea
dings to the next Term, and it is considered that said Car-
ter have Day here untill the second Tuesday of February
next

Wash
Dish
No 2.

Isabella West of H^e. Woodsick in the County of Albemarle State of
New York Plaintiff Sup^t vs. Isaac Voth & Lee in the County of
Berkshire Defendant In Rem a Plea of the Case for That said
Isaac at said Northampton on the 23^d day of December in
no Dominis 1774 by his Note for Value rec^d & promised said
Isabella to pay her Two pounds Ninety six shillings Eight pence
in two months from the Date with Interest - He paid Isaac
the requested has never paid the same to the Damage of Is^a
Isabella Four pounds - The Def^s appears by Thomas Gold Smith
his Att^y and he Def^s the three times called to come into Court
makes Default of appearance here - Wherefore it is con-
sidered by the Court that said Isabella do recover against said
Isaac Four pounds seven shillings Eight pence & costs taxed at
ages and Costs of Court taxed at £ 2. 6. 0.

Green: 17. Loc. 20. 1882

Barthelt
21
Caplin.
No. 22

Thomas Bartlett of a Place called "Hartfield" in the County of Ham. is the
Husbandman Wife's Name Elizabeth Bartlett of Chesham in the County
of Bucks. Thomas Bartlett is a "Blacksmith" whereon the said Thomas
complains that said Thomas a. K. Northampton refused on the 21st of

Barthlett
27
Clapham

Day of April last past with Force and Arms did make an
Assault on him the said Thomas and him the said Thomas
as the said Thomas then & there with like Force and Arms did
abuse take imprisonment and ill treat and him in Prison there
for a long Time to wit for the Space of thirty days from thence
imprisoning without any reasonable and lawful Cause &
against the Law and untill the said Thomas expended &
paid out and was obliged & compelled to expend & pay out
several large Sums of Money for his Deliverance from the
arrest and Imprisonment aforesaid, did detain and
other Outrages on him then & there committed contrary to
Law against the Peace and to the Damage of said Thomas
Two hundred pounds. The Parties severally appear and
it is moved by the Deft that this Case be continued to the
next Term for special Pleadings, and it is considered
that they accordingly have Day here untill the second Tuesday
of February next

Scott
27
Graves
No 23

William Scott of Palmer in the County of Hampshire Gent Plff
vs Simon Graves of the same Palmer Honem Deft in a Plea
of the Case for that said Simon at Palmer aforesaid on the
11th day of January Anno Dom 1776 by his Note for Value
recd promised said William Scott to pay him or Order
Thirty seven shillings lawful Money in Six months with law
ful Interest also at Palmer on the 11th day of April Anno
Domini 1777 by the other Note for Value recd promised
said William to pay him or Order Nine pounds fourteen
shillings and two pence lawful Money on Demand with
lawful Interest till paid. Yet said Simon tho often
requested has never paid either said Sums but neglect
to do so to the Damage of said William Twenty four pounds
The Deft appears once the Deft the three Times but being called
to come into Court makes Default of Appearance here
Wherefore it is considered that said William do recover
against said Simon Twenty pounds two shillings and
Ten pence lawful Money Damages and Costs of Court
taxed at £ 12 2 6 and thereupon the
Simon by Abner Morgan Esq his Att' comes into Court
and appeals from the Judgment of this Court to the la
preme Judicial Court to be holden at the Court House
at Portsmouth on the second Tuesday of April next and he
recognizes with Sureties as the Law directs for his prose
cuting his said appeal with Effect as by and Recogniz
ance on File does appear

Adm
27
Cooley & al
No 24

William Scott of Palmer in the County of Hampshire Gent Plff
vs David Cooley Roman and Abner Cooley Roman both of the
same Palmer Deft in a Plea of the Case for that said David
and Abner at Palmer aforesaid on the eleventh Day of May

Scott
vs
Booley & al

Anno Domini 1781 by Bill Note for Value received pro: 102
mised jointly and severally the said William to pay
him or Order twenty eight pounds six pence shilling eight pence
the old way, that is to say, to be accounted equal to Wheat at
four shillings a bushell, Rye at three shillings a bushell and
Indian Corn at two shillings a bushell, on Demand with law
ful Interest. It said David & Booley nor either of them tho
often requested have ever paid the same to the Damage of
said William eight pounds. The Def appears and the Plaintiff
thru Times publicly called to come into Court makes Default of app
earance here. Wherefore it is considered by the Court that said William
do recover against the said David, Booley One hundred and
fourteen pounds eleven shillings and two pence lawful Money
Damages and Costs of Court taxed at L. 14. 10 & three of 8
Excoriff. Dec: 16. 1782

Jenn
vs
Andrews
No 25.

William Scott of Palmer in the County of Hampshire Gent. Pl
vs Thomas Andrews of Ware in the same County Common Ple
in a Plea of the Case. For that said Thomas at Palmer afores
on the 16th Day of May last gave by his Note for Value received promi
sed said William to pay him or Order five pounds eight
shillings and four pence lawful Silver Money in One Month
from the Date of said Note with lawful Interest till paid. Also
for that said Thomas at Palmer afores on the Day aforesaid
by his other Note for Value received promised said William
to pay him or Order One pound ten shillings and One penny
lawful Silver Money in One month from the Date of said
Note with lawful Interest till paid. It said Thomas tho
requested has never fulfilled either said Promises but has
glued it to the Damage of said William eight pounds.
The Def appears and the Plaintiff thru Times publicly called to come
into Court makes Default of appearance here. Wherefore
it is considered by the Court that said William do recover
against said Thomas seven pounds two shillings & six
pence lawful Money Damages and Costs of Court taxed
at L. 7. 6 and three of 8 Excoriff. Dec: 16. 1782

Fowler
vs
Berrys
No 26.

David Fowler of Southwick in the County of Hampshire Gent. Pl
vs John Berrys of the same Southwick Common Plea in a Plea
of the Case for that said John at said Southwick on the 12th day
of December Anno Dom. 1774 by his Note for Value received promi
sed the said David to pay him or Order five pounds five
shillings lawful Money on Demand with Interest. Also
for that said John at said Southwick on the second Day of March
Anno Domini 1775 by another Note for Value received promised
said David to pay him or Order four pounds lawful Money
by the first Day of March then next with Interest till paid. It
said John tho requested hath not performed either his said Pro
mises to the Damage of said David seven pounds. The Def
severally appear and agree to refer this and all demands to the award
of Samuel Matthe John Ingersoll & Tim^r Robinson Esqrs and it is considered
said Parties have Day till the second Tuesday of February next

Towler
vs
Fairman
No 27

David Towler of Northwark in the County of Hampshire
Plaintiff vs James Fairman of Northwark in the same County
Defendant in a Plea of the Case for that said James at and
Northampton on the 26th day of June Anno Domini 1780 by
his Note for Value received promised said David to pay him or
Order the sum of four thousand of good merchantable white
Pine Boards of the Value of forty five Shillings per thousand &
deliver the same at Mixers Mills in said Northwark by the first
Day of February then next and Interest from Time of payment
And also for that said James on the same Day by one other
Note for Value received promised said David to pay him or
Order Seven thousand of good white Pine Shingles and deliver
the same at David Towler's Store in Westfield by the first
Day of March then next and Interest and the Expenses he has
always been ready at the Place of Delivery aforesaid to receive
said Boards and Shingles and that the Shingles were well
worth eighteen Shillings by the thousand. Yet said James
the requested hath never performed either his said Promises
to the Damage of said David fifteen pounds

The Deft appears by J. M. Peepes Gent his Att^y and the Deft
the three Times publicly called to come into Court makes his
default of appearance here wherefore it is considered by the
Court that said David do recover against said James four
teen pounds twelve Shillings and five pence lawful Mo
ney Damages and Costs of Court taxed at £1. 13. 0 &
thereof &c Whereupon the said James comes into Court
and appeals from the Judgment of this Court to the
Supreme Judicial Court to be holden at Northampton
in and for the County of Hampshire on the last Tues
day of April next and he recognises with Sureties as
the Law directs for his prosecuting said appeal with
Effect as by said Recognizance on File appears

Hackett
vs
Briggs
No 28

John Hackett of Pelham in the County of Hampshire Plaintiff vs
Ebenezer Briggs of the same Pelham Defendant in a Plea
of the Case for that said Ebenezer at said Pelham on the 5th day
of July Anno Domini 1780 by his Note for Value received promised
said John to pay him the Value of twenty hundred in lawful
Money or good small beer Beef at twenty Shillings by the hundred
or in Rape at three Shillings by the bushell and deliver the same
to him within fifteen months from the Date of the said Note
with lawful Interest, and said John says he was always
ready to receive the same Rape and Rape of said Ebenezer Yet
said Ebenezer the often requested hath never paid the same
in neglects it to the Damage of said John fifteen pounds
The Deft appears by Simon Strong Esq^r his Att^y and the Deft
the three Times publicly called to come into Court makes his
default of appearance here wherefore it is considered that
John do recover against said Ebenezer seven pounds fourteen shil
lings and three pence lawful Money Damages & Costs of Court
taxed at £1. 6. 11 & thereof &c Whereupon the said Ebenezer by Jos
Clark Gent his Att^y comes into Court and appeals from the Judg
ment of this Court to the Supreme Judicial Court to be holden at North
ampton in and for the County of Hampshire on the last Tues
day of April and he recognises with Sureties as the Law directs for
said Ebenezer's prosecuting said appeal with Effect as by said Rec
ognizance on File appears

Fowler
vs
Williams
N^o 29

Samuel Fowler of Westfield in the County of Hampshire
Plaintiff vs Reuben Williams of the same Westfield
Defendant in a Plea of the Case for that said Reuben at v.
Westfield on the 8th day of August Anno Domini 1774 by his
Note for Value rec^d promised said Samuel to pay him
or Order Seven pounds Twelve shillings and One penny law
ful Money on Demand with Interest till paid. Yet said
Reuben the request^d has never paid & Samuel the same
to his Damage Fifteen pounds. The Def^{ts} appears &
the D. at the three Times publicly called to come into Court ma
ke Default of Appearance here. Wherefore it is con
sidered that said Samuel do recover against said Reuben
Seven pounds four shillings and Three pence law ful Mo
ney Damages and Costs of Court taxed at L^{ts} 1. 9. 2 and
there of &c. Execut^d Nov. 18. 1782.

Root
vs
Williams & al
N^o 30

Moses Root of Southwick in the County of Hampshire
Plaintiff vs Abner Fowler of Southwick aforesaid and Reuben
Williams of Westfield in the same County Defendants in a
Plea of the Case for that said Reuben and Abner at said Westf.
on the 11th day of January Anno Domini 1781. by their Note
for Value rec^d promised the said Moses to pay him thirty
two pounds in hard Money by the first Day of February
then next ensuing the Date of said Note with Use for the
same from Time of payment till paid. Yet said Abner
and Reuben nor either of them the request^d have ever paid
the same but neglected it to the Damage of said Moses
Twenty pounds. The Def^{ts} appears by Sam^l Fowler
Jnt his Att^y and the Def^{ts} the three Times publicly called
to come into Court make Default of Appearance here.
Wherefore it is considered that said Moses do recover
against said Abner and Reuben Fourteen pounds ele
ven shillings and two pence law ful Money Damages &
Costs of Court taxed at L^{ts} 11. 11. 8 & there of &c.
Execut^d Nov. 15. 1782.

Fowler
vs
Williams
N^o 31

Abner Fowler of Southwick in the County of Hampshire
Plaintiff vs Reuben Williams of Westfield in the same Coun
ty Defendant in a Plea of the Case for that said Reuben
and Abner on the tenth Day of January last past at said
Westfield accounted together of and concerning divers Sums
of Money before that Time due to the said Abner from the
said Reuben and then in Arrear & not paid and upon such
Account stated the aforesaid Reuben was then & there found to
be in Arrear to the said Abner in the Sum of Thirty four pounds
three shillings and seven pence law ful Money and being so
found in Arrear the aforesaid Reuben in Consideration thereof
to wit the same Day and Year aforesaid at Westfield under
took & to said Abner promised he would pay the same with
Interest when he should be there to require it and afterwards said
Reuben paid said Abner Fifteen pounds part of said Sum. Yet &c.

Reuben the requested has never paid the Remainder of said sum but
regrets it to the Damage of said Ebenezer Twenty pounds

The Def appears by his ^{2d} Order sent his Att^y and the Def^t
the three Times publicly called to come into Court makes Default
of appearance here — Wherefore it is considered that s^r

Above do recover against said Reuben Nineteen pounds three
shillings and seven pence lawful Money Damages & Costs
of Court taxed at £1.10.7 & thereof &c. Exon^r p^r Nov^r 18. 1782

Heningburgh

Brown
No 32.

Lebrin Heningburgh of Claverack in the County of Albany
and State of New York Yeoman Def^t v^s Benjamin ^{Brown} late forther
resided in the County of Hampshire Gent^l De Petina Plea of the
Case for that s^r Benjamin at s^r Northampton on the first Day
of December last by his Note for Value rec^d & promised one
Asa Washburn to pay him on Order Six pounds lawful Money
on Demand with Interest and afterwards viz on the same last
Day of December the said Asa by his Indorsement signed the
same Note to the said Lebrin the Def^t and ordered the Contents
thereof then wholly due to be paid to the Def^t of all which the
said Benjamin had Notice and became liable to pay the
same accordingly, and being so liable promised said Lebrin
to pay him said sum on Demand — Yet said Benjamin the
requested has never paid the same to the Damage of said
Lebrin Twelve pounds — The Def appears by his ^{2d}

Order sent his Att^y and the Def^t the three Times publicly cal
led to come into Court makes Default of appearance here
Wherefore it is considered by the Court that said Lebrin do rec
over against said Benjamin Six pounds thirteen shillings
and three pence lawful Money Damages & Costs of Court taxed
at £2.3.8 and thereof &c. Exon^r p^r Nov^r 18. 1783 —

Towler
Thomas
No 33

Bildad Towler of Westfield in the County of Hampshire Gen^l
Def^t v^s Love well Thomas of the same Westfield Yeoman Def^t in
a Plea of the Case for that said Love well at said Westfield on
the last Day of September last had in Consideration that the said
Bildad had before that Time at his Instance & request sold
him sundry Goods, he said Love well promised said Bil
dad he would pay him so much Money as said Goods were
reasonably worth whenever he should there to be required
and said Bildad says the same Goods were well worth twenty
pounds lawful Money of which said Love well then & there
had Notice — Yet said Love well has never paid the same
to the Damage of said Bildad Thirty pounds

The Parties severally appear and agree to refer this Case and
all Demands excepting a Judgment said Thomas recover
against said Bildad at the last August Term to the award of
Samuel Mathis Esq^r & Mess^{rs} Joshua Green & Noah Phelps, the
Award of them or any two of them to be final to be returned
into this Court as soon as may be Judgment to be made up
and Execution s^r accordingly and the said Parties have
Day here until the second Tuesday of February next

Vol 4 Ex^r
as
Ex^r of the
No 34.

Lucretia Colt of Hadley in the County of Hampshire and 184
Ex^r of the last Will and Testament of Ben^o Colt late
of said Hadley Gent deceased & Pl^r v^s Silvanus Lyon of Gosden in
the County aforesaid Roman Debt in a Plea of Trespass on the Case
for that said Silvanus at Hadley aforesaid on the tenth Day of
July Anno Domini 1781. by his Note for Value rec^d promised said
Benjamin Lyon living to pay him on Demand twenty four pound
Dollars with Interest till paid. Yet said Silvanus the often re-
quested has never paid said Benjamin while living or said
Lucretia since the Decease of said Benjamin but neglects it to
the Damage of said Lucretia Ten pounds. The Pl^r ap-
pears by John Chester Williams Esq^r his Att^r and the Deft the
three Times publicly called to come into Court makes De-
fault of Appearance here. Wherefore it is considered that
said Lucretia do recover against said Silvanus Seven
pounds four shillings and ten pence lawful Money Dam-
ages and Costs of Court taxed at £1.4.10 & three of 8
Ex^r on 1st Feb 25. 1783.

Colt
as
Smith
No 35

Lucretia Colt of Hadley in the County of Hampshire Wid^o
Pl^r v^s Benjamin Smith of Hadley Roman Debt in a
Plea of Trespass on the Case for that said Benjamin at said
Hadley on the 26th day of March last by his Note for Value
rec^d promised Lucretia to pay her on Demand Six
pounds One shilling and ten pence lawful Money on
Demand with Interest. Yet said Ben^o the requested has never
paid the same to the Damage of said Lucretia Seven pounds.
The Pl^r appears by John Chester Williams Esq^r her Att^r & the
Deft the three Times publicly called to come into Court
makes Default of Appearance here. Wherefore it
is considered that said Lucretia do recover against
said Benjamin Smith Six pounds six shillings and
six pence lawful Money Damages & Costs of Court tax-
ed at £1.3.6 & three of 8 Ex^r on 1st Dec^r 9th 1782.

Warner
as
Wells
No 36

Emilie Warner of Hadley in our County of Hampshire
Gent Pl^r v^s Benjamin Wells Gent & Ebenezer Wells Jun^r hon^o
of Sunfield in the same County Defts in a Plea of Tres-
pass on the Case for that the Defts on the 15. day of January
Anno Domini 1781. by their Note for Value rec^d promis-
ed the said Emilie to pay her twenty three pounds two
shillings and four pence Silver Money on Demand with
lawful Interest till paid. Yet the said Defts nor either
of them have ever paid said Sum but neglect it to the
Damage of said Emilie Eighty five pounds. The Pl^r
appears by J^o Williams Esq^r her Att^r and the said Ebenezer
Wells (on whom only Service was made) the three Times called
to come into Court makes Default of Appearance here.
Wherefore it is considered that said Emilie do recover against said
Ebenezer Eighty One pounds three shillings and two pence lawful
Money Damages and Costs of Court taxed at £1.4.10 & three of 8
Ex^r on 1st Dec^r 9th 1782.

Gates
Wilson
No 37.

Thomas Asa Gates of Belchertown in the County of Hampshire
Blacksmith Pet'r v. Samuel Wilson of the same Belchertown
Tinker Deft in a Plea of Trespas for the Case for that said Samuel
at Belchertown aforesaid on the 30th day of November last past
by his Note for Value rec^d & promised said Thomas to pay him
within one month four pounds eleven shillings lawful Money in
good merchantable Bar Iron at thirty shillings p^r hundred W^t
or so much Money as would purchase so much Iron as above
which the said Thomas saith is equal to Ten pounds Silver Money
and that he has always been ready to receive said Iron or Money agree-
ble to the Tenor of said Note. Yet said Samuel the requestor has
never paid said Sum or deliver'd said Iron but neglects it
to the Damage of said Thomas Nine pounds. The Pet'r ap-
pears by John Williams Esq^r his Att^r and the Deft the three Times
publicly called to come into Court makes Default to appear there
Wherefore it is considered by the Court that said Tho-
mas do recover against said Samuel Eight pounds four shillings
lawful Money Damages and Costs of Court taxed
at 2^s 6^d and thereof &c Exon^r p^r Feb^r 25. 1783

Ordly
Shaw
No 38

Jason Gady of Shelburne in the County of Hampshire Tho-
man Pet'r v. Thomas Shaw Norman, Simon Vaughan Pet'r
and Joseph Vaughan Norman all of Shutesbury in the
same County Defts in a Plea of the Case for that said Thomas
Simon and Joseph at Shutesbury on the 10th day of Feb^r
anno Domini 1778. by their Note for Value rec^d promised
said Jason to pay him three hundred and fifty pounds
in lawful Money / equal in Value to One hundred pounds
in our present lawful Money / within three Years from
the Date of said Note with lawful Interest for the same till
paid. Yet said Thomas Simon & Joseph the requestor have con-
trived the same but neglects it to the Damage of said Jason One
hundred & thirty five pounds. The Pet'r appears by James Toney
his Att^r and the Defts by J^r Williams Esq^r their Att^r and agree
that this Action be continued to the next Term and that
Judgment then be final and it is considered that
said Parties have Day here until the second Tuesday of
February next

Danielson Esq^r
Baron
No 39.

Timothy Danielson of Brimfield in the County of Ham-
pshire Esq^r Pet'r v. Caleb Parsons of Westover in the County of
Worcester Tinner Deft in a Plea of the Case for that said Caleb
at said Brimfield on the 20th day of March anno Domini
1775 by his Note for Value rec^d promised said Timothy to
pay him on Order twenty pounds lawful Money on Demand
with Interest - also for that said Caleb at Brimfield on
the first Day of August Instant was justly indebted to said
Timothy in other Sum of One pound fifteen shillings &
four pence according to the Bill annexed to the Writ^r then
and there in Consideration thereof promised said Timothy
to pay him the same on Demand. Yet said Caleb the
requestor has not paid to said Timothy either of said Sums
but neglects it to the Damage of said Timothy Forty pounds.
The Pet'r appears by Abner Morgan Esq^r his Att^r and moves

that this Action be continued to the next Term. and it is 135
considered that said Parties have Day here untill the second
Tuesday of February next

Lamb
vs
Moses
N^o 40

Isaac Lamb of Palmer in the County of Hampshire Plaintiff
Petitioner vs. Moses of Greenwich in the same County Defendant
in a Plea of the Case for that said Moses at Palmer on the 31st
day of January last by his Note for Value rec^d promised said
Isaac to pay him or Order Forty Shillings in three months
from the Date after the Term Interest till paid yet said Moses
the requested has never paid the same to the Damage of said
Isaac Nine pounds. The Petitioner appears by Abner Morgan
Esq^r his Att^y and the Def^t the three Times called to come into
Court makes Default of appearance here. Wherefore
it is considered that said Isaac do recover against said
Moses Two pounds One shilling & two pence Lawful Money
Damages and Cost of Court taxed at £1. 12. 6 & though
&c. Whereupon the said Moses by Caleb Strong Esq^r his
Att^y comes into Court and appeals from the Judgment
of this Court to the Supreme Judicial Court to be holden
at Northampton in and for the County of Hampshire
on the last Tuesday of April next and he recognizes
with the Justices at the Law directly for J^r Moses's prosecuting
said Appeal with Effect as by said Recognizance on
File does appear

Trask
vs
Bishop
N^o 41

Israel Trask of Brimfield in the County of Hampshire Plaintiff
Petitioner vs. William Bishop of South Brimfield in the same
County Defendant in a Plea of the Case for that whereas the
said William at said Brimfield on the 22^d day of
November last past by his Note under his hand of that
Date for Value rec^d promised said Israel to pay him or
Order Nine pounds Silver Money on Demand with Interest
till paid. Yet said William the often requested hath
not paid to said Israel said sum but neglected it to
the Damage of said Israel twenty pounds
The Parties appear and the Def^t moves J^r Pet^r not objecting
that this Action be continued to the next Term. And it is
considered that said Parties have Day here untill the second
Tuesday of February next

Gilbert vs
Wood
N^o 42

Daniel Gilbert Pet^r & Hannah Gilbert Widow both of Brookfield in
the County of Worcester Adm^{rs} of all and singular the Goods & Chattels
Rights and Credits of Joseph Gilbert late of said Brookfield De^f
Pet^r vs. Moses Wood of Brimfield in the County of Hampshire
Husbandman De^f in a Plea of the Case for that the said Moses
at Brookfield in at Springfield on the 7th day of April Anno
Domini 1775 by his Note for Value rec^d promised said Joseph
then alive to pay him or Order twenty pounds and five pence
Lawful Money in eleven months with Interest. Yet said Moses in
the last Term of said Joseph the requested never paid the same
nor since the Decease of said Joseph has he paid the same to said Daniel
and Hannah to their Damage Forty pounds. The Pet^r appears by Ab
ner Morgan Esq^r their Att^y and the Def^t the three Times publicly called

to come into Court makes Default of Appearance here - Wherefore it is considered that said Daniel and Hambridge recover against said Moses Twenty Nine pounds two shillings and six pence lawful Money Damages & Costs of Suit taxed at £ 15. 2 and three of 8

Stealor
21
Dodge
No 43

Moses Stealor of Charlemont in the County of Hampshire. Plaintiff in a Plea of the Case for that said Daniel and Hambridge at Shelburne aforesaid on the last Day of November last was justly indebted to the said Moses in the Sum of Five pounds eight shillings and two pence lawful Money to ballance Book Accounts according to the Schedule annexed to the Writ. In the said Accounts the Consideration thereof promised said Moses to pay him the same Sum on Demand. The said Moses requested has never paid said Sum to the Damage of said Moses Six pounds. The Parties appear and agree to refer this Case to the Awards of the Justices of the Peace for the County of Hampshire. And the Judgment thereon or any two of them is to be final to be returned to this Court. In agreement to be made up and sworn off accordingly and the said Parties have Day here untill the second Tuesday of February next

Morgan
No
Mixer
No 44

David Morgan of Brimfield in the County of Hampshire Defendant under Order of the Court of the County of Hampshire. Plaintiff in a Plea of the Case for that said Phineas Mixer of Brimfield on the 24th day of August last past by his Note under his hand for Value received promised said David to pay him Six pounds fifteen shillings in Silver Money on Demand with Interest till paid. The said David requested has never paid the same to the Damage of said David Fifteen pounds. The Defendant appears by Anna Morgan Esq. his Attorney and the Defendant the three Times called to come into Court makes Default of Appearance here. Wherefore it is considered that said David do recover against said Phineas Seven pounds four shillings and two pence lawful Money Damages & Costs of Suit taxed at £ 16. 0. Whereupon the said Phineas by Caleb Strong Esq. his Attorney comes here and appeals from the Judgment of this Court to the Supreme Judicial Court to be holden at Northampton in and for the County of Hampshire on the last Tuesday of April next and he recognoes with Sureties as the Law directs for said Phineas's prosecuting Appeal with Efforts by said Recognizance on File appears

Stark
Wood
No 45

Silas Stark of Greenwich in the County of Hartford & State of Connecticut Plaintiff in a Plea of the Case for that said Caleb Wood of Greenfield in the County of Hampshire Sheriff on the sixth day of May last past by his Note for Value received promised said Silas to pay him Thirteen pounds Silver & Money on Demand with Interest till paid, also for that said Caleb at said Greenfield on the said sixth Day of May by his other Note for Value received promised said Silas to pay him Three pounds thirteen shillings Silver Money within three months from the Date with Interest

Yet said Caleb tho' often requested has never paid either said
sums but neglected it to the Damage of said Peter Fifteen
pounds The Def appears by John C Williams Esq^r his Att^y and the
Def^t the three times publicly called to come into Court makes De-
fault of appearance here - Wherefore it is considered that said
Peter do recover against said Caleb Thirteen pounds five
shillings and six pence lawful Money Damages & Costs of
suit taxed at £2.10.0 - Whereupon the said Caleb by
John Wood of Ipswich aforesaid his Att^y appeals from
the Judgment of this Court to the Superior Judicial Court to
be holden at Northampton in and for the County of Hampshire
on the next Tuesday of April next and he recognises with
sureties as the Law directs for said Caleb prosecuting said
appeal with Effect as by said Recognizance on file appears

Wm Clark
vs
Peter Brooks
No 46

William Clark of Cottrain in the County of Hampshire Pet^r
Pl^{ff} v Peter Brooks of the same Cottrain Roman Def^t in
a Plea as is at large set forth in the original Writ he the said
Parties appear and agree to refer this Case and all Demands to the
Award of Hugh M^r Chellon Esq David Dickinson Esq^r and Mr
David Inlow, and the Award of them or any two of them is
to be final to be brought into Court Judgment to be made up &
Exon off accordingly and the said Parties have Day here until
the second Tuesday of February next.

Gill Esq^r
vs
Clary
No 47

Moses Gill of Farnborough in the County of Wiltshire Esq^r Pl^{ff} v
Samuel Clary late of Sunderland in the County of Hampshire
Trader Def^t in a Plea of Trespass on the Case for that said Samuel at
Boston in Northampton aforesaid on the 22^d day of November
anno Domini 1774 by his Note for Value rec^d promised said
Moses to pay him or Order in three months Eight pounds two
shillings and six pence lawful Money and if not then
paid to pay Interest from that Time till paid - Yet said Sam-
uel tho' requested has never paid the same to the Damage of
Moses twenty pounds - The Def appears by Caleb Strong
Esq^r his Att^y and the Def^t the three times publicly called to
come into Court makes Default of appearance here -
Wherefore it is considered that said Moses do recover against said
Samuel Seven pounds seventeen shillings and six pence
lawful Money Damages & Costs of suit taxed at £2.0.0 &
three of &c - Exon off. Nov. 25. 1782

Taylor
vs
Bundem
No 48

Beckiel Taylor of Ashfield in the County of Hampshire Roman
Pl^{ff} v Samuel Clary of Ashfield aforesaid Husbandman Def^t
in a Plea of Trespass on the Case for that the said Samuel at Ash-
field aforesaid on the 25th day of February in the Year of our Lord
1781 by his Note for Value received promised said Beckiel to
pay him four pounds to be paid in a Cow as they went in the
Year 1774 by the 15th day of May then next meaning to pay later
est^d after that Time till paid - Also for that Samuel at said
Ashfield on the 25th day of February Anno Domini 1781 by his other
Note for Value rec^d to promised said Beckiel to pay him or Order
another sum of four pounds to be paid in Cattle as they went in the

Year 1774 by the fifteenth of May then next, and the said Seckel avers that he has been always ready to receive the said Cow & Cattle of said Samuel. Yet said Samuel the requested has not paid or delivered to the Deft the said Cow or Cattle or either of them or any ways contented him for said Promises but unjustly neglects it to the Damage of the said Seckel fifteen pounds. The Deft appears by Caleb Strong Esq^r his Att^y and the Deft the three Times publicly called to come into Court makes Default of Appearance here. Wherefore it is considered that said Seckel do recover against said Samuel six pounds three shillings and eight pence lawful Money Damages & Costs of Suit taxed at £ 10 s 2 and thereof &c. Exon^{is} Nov: 25. 1782

Breck
Lyon
No 49.

Robert Breck of Northampton in the County of Hampshire Esq^r. Plff William Lyon late of Tosthen in the same County Husband man Deft in a Plea of the Case for that said Breck at Northampton aforesaid on the third Day of August Anno Domini 1781 by his Note for Value received promised said Robert to pay him on Order four pounds two shillings in Silver Money on Demand and with Interest for the same till paid. Yet said William the requested has never paid the same to the Damage of Robert eight pounds. The Deft appears by Caleb Strong Esq^r his Att^y and the Deft the three Times publicly called to come into Court makes Default of Appearance here. Wherefore it is considered by the Court that said Robert do recover against said William four pounds eight shillings of lawful Money Damages & Costs of Suit taxed at £ 1. 3 s 8 & thereof &c. Exon^{is} Nov: 21. 1782

Dickinson
Curson
No 50

Jonah Dickinson of Northampton in the County of Hampshire Plff William Curson of Tosthen in the same County Husband man Deft in a Plea of the Case for that said Curson at Northampton aforesaid on the fourth Day of August Anno Domini 1781 by his Note for Value received promised said Jonah to pay him on Order two pounds six shillings in Silver Money six shillings & eight pence per ounce on Demand with Interest till paid. Yet said William the requested has never paid the same to the Damage of said Jonah six pounds. The Deft appears by Caleb Strong Esq^r his Att^y and the Deft the three Times publicly called to come into Court makes Default of Appearance here. Wherefore it is considered that said Jonah do recover against said William two pounds nine shillings & five pence lawful Money Damages & Costs of Suit taxed at one pound 2 s 8 and thereof &c. Exon^{is} Nov: 21. 1782

Hubbard
Boane
No 51

Walter Hubbard of Windsor in the County of Windsor & State of Territory called Vermont the Plaintiff William Boane of Washington in the County of Berkshire the Defendant Deft in a Plea of the Case for that the said William at Washington to wit at Northampton aforesaid on the 19th day of March Anno Domini 1781 by his Note for Value received promised the said Walter to pay him on Order twenty pounds fourteen shillings in Silver Money Dollars at six shillings each on Demand and with Interest until paid. Yet said William the often requested hath not

Hubbard
vs
Shane

paid the Contents of said Note to said Watts but neglected it to the Damage of said Watts thirty pounds. The Def^t appears by Caleb Strong Esq^r his Att^y and the Def^t the three Times publicly called to come into Court makes Default of Appearance here. Wherefore it is considered by the Court that said Watts do recover against said William Twenty two pounds, sixteen shillings and four pence lawful Money Damages and Cost of Suit taxed at £ 10. 4. 8 thereof &c

Stebbins
vs
Thing
N^o 52.

Benjamin Stebbins of West Springfield in the County of Hampshire Thomas Esq^r William Stebbins late of Westborough in the same County Thomas Esq^r in a Plea of the Case for that said William a Springfield in the same County on the 25th day of May Anno Domini 1783 by his Note for Value received promised said Benjamin to pay him Twenty pounds six shillings lawful Money by the 20th day of May then next with lawful Interest till paid. But said William the defendant has never paid said sum but neglected it to the Damage of said Benjamin Thirty five pounds. The Def^t appears by Justin Ely Esq^r his Att^y and the Def^t the three Times publicly called to come into Court makes Default of Appearance here. Wherefore it is considered that said Benjamin do recover against said William Thirty one pounds, seventeen shillings and two pence lawful Money Damages and Cost of Suit taxed at £ 12. 2. 2 and thereof &c

Exon i^o Dec: 5. 1782

Palmer
vs
Phillips
N^o 53.

Sad Palmer of Westfield in the County of Hampshire Thomas Phillips of West Springfield in the same County Thomas Esq^r in a Plea of the Case for that said James a said Springfield on the 18th day of January last past by his Note for Value received promised the Def^t to pay him or Order Eleven pounds six shillings lawful Money on Demand with Interest till paid yet said James the often requested has never paid said sum but neglected it to the Damage of said Sad Fifteen pounds. The Def^t appears by Justin Ely Esq^r his Att^y and the Def^t the three Times publicly called to come into Court makes Default of Appearance here. Wherefore it is considered that said Sad do recover against said James Eleven pounds, seventeen shillings and four pence lawful Money Damages and Cost of Suit taxed at £ 10. 6. 4 and thereof &c

Exon i^o Feb: 13. 1783

Wamer & Son
vs
Webster
N^o 54

Jonathan Wamer and Moadiah Wamer both of Hadley in the County of Hampshire John Frader Esq^r of Soil Justice of Boston in the same County Herbandman and Molly Purline his Wife which said Molly is Administratrix of all & singular the Goods & Chattels Rights and Credits of Robert Webster late of Chesterfield in the County of Hampshire deceased and in said Capacity Def^t in a Plea of the Case for that whereas the said Jonathan & Moadiah at Hadley aforesaid on the last Day of May Anno Domini 1778 at the Special Instance and Request of the said Robert then living had sold and delivered him the said Robert sundry Goods Wares and Merchandises, he the said Robert then and then in consideration

Warner's Son
Webster Adm^r

though promised the said Jonathan and Noadiah to pay them
all such sums of money as the said Goods Wares & Merchandises
so sold and delivered as aforesaid were reasonably worth at the
Time of the Sale and Delivery thereof whenever a p^r he should be
thereunto required, and the said Jonathan & Noadiah say the Goods
Wares and Merchandises so sold and delivered as aforesaid
were reasonably worth at the Time of the Sale & Delivery thereof the
sum of One hundred and twenty six pounds lawful Money
of which the said Robert then instantly had Notice and then
there in Consideration thereof promised to pay them the same
on Demand - Also for that said Robert at Hadley aforesaid
on the last Day of April Anno Domini 1778 was justly made
to said Jonathan & Noadiah in other sum of One hundred &
twenty six pounds for sundry Articles of book Account to the
said Robert then & there in Consideration thereof promised said
Jonathan and Noadiah to pay them the same sum on Demand
But said Robert the requested never in his Life Time nor said
Molly Gustine whilst she Administratrix nor said Joel and
Molly or either of them since their Inter marriage have ever paid
either of said sums but neglect it to the Damage of said Jonathan
and Noadiah One hundred and thirty pounds -

The Parties severally appear and agree that this Case be con-
tinued to the next Term, and it is considered that said
Parties have Day here untill the second Tuesday of Feb-
ruary next

And
Clark
N^o 55

Silvester had of Westminster in the County of Middlesex Thom^s
Self Mr Martin Clark of Westminster aforesaid sent by a p^r of
Essex on the Case for that said Martin at said Westminster
on the seventh Day of May last past as Treasurer for said Town
of Westminster by his Note for Value rec^d promised for him-
self or his Assignor in said Office in behalf of said Town to
pay him the said Silvester Twenty three pounds and fifteen
shillings on Demand with Interest till paid - But said Martin
he still remains Treasurer of said Town & the offer required
hath not performed his said Promise but denies it to the
Damage of said Silvester Thirty pounds - The p^r appears by
John Phelps Gent^l his Att^y and agrees that he will not sue out a
Writ of Exon untill after April Supreme Court and the
p^r by Caleb Strong Esq^r agrees that Interest shall be computed
to that Time or the Time it shall be paid / being now three Times
truly called to come into Court makes Default of appear-
ance here - Wherefore it is considered that Silvester
do recover against said Martin Twenty three pounds
twelve shillings and three pence lawful Money Damages
and Costs of Suit taxed at L^{rs} 7. 7 and thereof &c -

Joseph Chamberlain
James Gomer
Elisha Allis
N^o 56

James Gomer Esq^r Chamberlain of the High Court of Equity in
the County of Berkshire sent that his Estate was attached and he summoned
to appear here at the Term to answer to a bill brought against him by Elisha

107
Abbs of Williamsburg in the County of Hampshire Gent^l and which
the said Elisha has failed to prosecute, wherefore the said Joseph hum-
bly prays that his Costs occasioned him by the Premises may be adjudged
to him. And thereupon it is considered that said Joseph do recov-
er against the said Elisha his Costs taxed at One pound ele-
ven Shillings and two pence and thereof &c
Exon ift. Nov^r 20 1782

Book & Parsons
Comp^t &
Trask
No 57.

I humbly shew Samuel Cook Gent^l & Benjamin Lanson Gent^l
both of New Salem in the County of Hampshire that they were
summoned to appear at the present Term before the Court
Court to answer to Life Trask of said New Salem Plaintiff
in a Plea of Trespass and their Goods attached to the Value
of thirty pounds to satisfy the Judgment which might be
obtained on said Trial but that said Life has failed of
prosecuting his said Action, they therefore pray Costs may be
allowed them agreeable to Law. And thereupon it is con-
sidered that said Samuel and Benjamin do recover
against said Life their Costs taxed at Three pounds and
three pence and thereof &c. Exon ift. Dec^r 20 1782

Of
The foregoing Judgments &c being made and
entered up in Manner as aforesaid and the
Court was adjourned without Day

Att. Rob. Breck Cler

At the Court of Common Pleas holden at Northampton
within and in the County of Northampton on the Second
Tuesday of February being the 11th day of said Month and
declared in Diem to the 10th day of the same month in the
Year of our Lord Christ's Centen hundred eighty three
Justices of the said Court present Jury of Trials

Timothy D. Milson Esq.
 Stearns Porter Esq.
 John R. Smith Esq.
 Amos W. Hather Esq.

Mary of Trials
 N^o. Medad Wood Town.
 Abel Clark
 Dur. Oliver Mattuck exund?
 Noddiah Graves exund
 1st Had Silas Smithkin?
 Luther Wood sick
 1st Hanyⁿ. Abner Clark
 Sam^l. Clap
 Had. Gideon Smith
 Tim^o. Marsh
 Am^l. Martin Kellogg
 John Fieldkin?

In Case Wilcox, Pillsbury & Co. v. Field & Co. was $\$100$ and John Benson, Reuben Taylor, Nathan Parsons & Elisha Cook de Tal. were on
In Case Barstoll v. W. LaPlante & Co. was $\$100$ Nathan White & Eben Childs de Tal. were on

In Case Phelps is Blanchard. Sam. Rodd. Nath^l. White and
Ben^l. Bolton de Tal^l Gir.^l were on

In Case Conkey vs. Hayer Eliza Crook David King and
Joseph Field de Sal. Cir. were on

In case Boltwood & Lyman Abner Clark & Am^l Clapp
were off & Warham Smith Joseph Field Ethan Perry
Elisha Cook & Ben^a Tappen de Sal^r Giv^r were on

In Case French is Clap. Abner Clark & Sam^l Clap were
off & Eliza Cook & then Denny, Warham Smith, Joseph
Field & Sam^l Lyman de Sal^l Cir^l were on

In Case Warner & Co vs Webster. Adm^r } Benjamin Belding
And Smith vs Belding's Ex^r }

John King, John Lyman & Paul Heldon de Cal. Circ.
were on

Continued Cases

Walter
27
Fairmount

Joseph Witter of Washington in the County of Berkshire
vs. John P. Williams Fairman of Norwich Town & John
Pugh of a Murrayfield Town both in the County of Hampshire
Defts in a Plea &c as is a Charge of Record heretofore & the Plea
being now three Times publicly called is None & the Deft is
defaulted and the Action is dismissed

Phelps
vs
Cobbly

Noah Phelps of Westfield in the County of
Hampshire Yeoman Dff vs William Cobbly of
Sheffield in the County of Berkshire Gent Dff
in a Plea &c as is of Record heretofore. The several
Parties appear & agree that this Case be continu-
ed untill the next Term under the former
Rule & it is considered by the Court here accord-
ingly that the D. Parties have Day untill the third
Tuesday of May next.

Mary
vs
Bruck

Esther Mary of Westford in the County of
Windham State of Vermont Taylor Dff vs Samuel
Bruck of Northampton in the County of Hampshire
Taylor Dff in a Plea &c as is at large of Record
heretofore, the Dff being three times called into
Court is Nonsuit and the Dff by Caleb Strong Esq.
comes into Court to defend & pray that his
Cost may be allowed him. Therefore it is considered
by the Court that the D. Samuel do recover against
said Chapter, three Pounds seven Shillings

Stiles
vs
Tillotson

Job Stiles Junr Yeoman & Daniel Crosby Yeoman both
of Granville in the County of Hampshire Dff vs
Abel Tillotson of Granville in the same County
Yeoman in a Plea &c as is at large recorded heretofore.
The Dff being now three times called is Nonsuit
and the Dff defaulted & the Action is Dismissed.

Champion
vs
Kings

Jonathan Thompson of Brimfield in the County of
Hampshire Gent Dff vs William King of Wilbraham
in the same County Gent Dff in a Plea as is of
Record heretofore. The parties appear & on the motion
of the Dff Council it is considered that they have
further Day here untill the third Tuesday of May
next.

Blayfield
vs
Blayfield

John Blayfield of Brimfield in the County of
Hampshire Weaver Dff vs William Blayfield of
same Brimfield Yeoman Dff in a Plea &c as is of
Record heretofore. The Dff appears by Abner Morgan Esq.
his Att. and the Dff three times publicly called
to come into Court makes default of appearance here.
Wherefore it is considered by the Court that D. John
do recover against D. William fifty eight Pounds,
seven Shillings & three Pence lawful Money Damages &
cost of Court taxed at £2.7.2 w. & thereof &c.

Given in Court Feb. 26. 1783.

Chapin
v
Chapin.

David Justus Chapin of Lenox in the County of 109
Berkshire Cordwainer. Def is Enock Chapin of Spring
field in the County of Hampshire Innholder. Deft
in a Plea & as is of Record heretofore. The D^y
appears by John Chandler Williams Gent his Att^y
and prays judgement. Wherefore it is considered
by the Court that the D^y David do recover against
the D^y Enock fifty eight Pounds, eighteen Shillings
and four Pence Damage & Costs of Court taxed at 2.11.10
and thereof &c. Given 4th April 5th 1703.

Thomas
v
Doolittle.

Lauwell Thomas of Weyfield in the County of
Hampshire Yeoman. Def is Titus Doolittle of
Weyfield aforesaid Yeoman. Deft in a Plea & as
is of Record heretofore. The parties appear &
agree by a Motion of the Deft to continue this
Case to the next Term it is considered by the
Court that they have Day here untill the third
Tuesday of May next.

Plumley
v
Pomeroy.

Alexander Plumley of Weatherfield in the County
of Hartford & State of Connecticut Yeoman. Def
is Ethan Pomeroy of Hadley in the County of
Hampshire Yeoman. Deft in a Plea & as is of
Record here before. The Deft now appears by John
C Williams Esq^r his Att^y & the Deft by Simon
Strong & Caleb Strong Esq^s his Att^y comes & defends &
and for Plea says he is not guilty in manner &
form as the Deft in his Declaration has alledged &
thereof puts himself on the Country & the said
Alexander reserving Liberty to waive this Plea &
plead any other Plea on the Trial of the Appeal
says that the Deft Plea & the matter contained in
the same are insufficient in Law for the said Alex
and is to be holden to answer thereto & that he hath no
need nor is by the Law of the Land bound to answer
to the same & this he is ready to verify wherefore
he prays judgement &c and the D^y Ethan by his
Att^y says his Plea is sufficient. Whereupon all &
singular the Premises being run & by the Court here
now fully understood forasmuch as it appears to said
Court that the Plea aforesaid of the D^y Ethan by him above
pleaded & the Matters therein contained are a full &
sufficient answer to the Declaration of the D^y Alexander
and that he ought not to receive any thing upon
his Plea aforesaid. Therefore it is considered that the
said Alexander by his Plea aforesaid receive Nothing

Thomley
Domeray

But that for his groundless claim he be in Mercy &c
And it is also considered that the said Ethan recover against
said Alexander Cost for defending the Suit of the said
Alexander &c taxed at £4.10 - The said Alexander by his
said Att^y appeals from the Judgment of this Court to the
Supreme Judicial Court to be holden at Northampton in
and for the County of Hampshire on the last Tuesday
of April next and he recognises with sureties as the
Law directs for said Alexander's prosecuting his Appeal
with Effect as by said Recognizance on File does appear

Chotchal
Domeray

Peter Chotchal of Norwich in the County of Windsor & State
of Vermont Esq^r Jonathan Childs of Lyme in the
County of Grafton & State of New Hampshire Esq^r
Ebenezer Green of Lyme aforesaid Gent^l & John
Stearns of Canaan in the County of Litchfield & State
of Connecticut Esq^r Thos^r Ethan Domeray of Hadley
in the County of Hampshire Yeoman Esq^r in a
Plea &c as is of Record heretofore - The Def^t now
appears by John C. Williams Esq^r his Att^y & the said
Ethan ^{by Simon & Catherine Esq^r his Att^y} comes & defends &c and for Plea says he is not
guilty in Manner & Term as the said Peter & against
him has pledged & thereof for Trial puts himself on the
Country & the said Peter ~~the~~ reserving Liberty to waive
this Plea & plead any other Plea on the Trial of the
Appeal says that the Def^t Plea & the Matter therein
in the same are insufficient in Law for the said Ethan
to have his said Action against him & that he hath no
Mad nor is by the Law of the Land bound to answer to
the Plea of the said Ethan in the Manner & Term as afores^d
pleaded & this he is ready to verify wherefore for want of
a sufficient Plea of the said Ethan as aforesaid he prays
Judgment &c and the said Ethan ^{by his Att^y} saith his Plea is sufficient
Whereupon all & singular the Premises being said by the
Court here now fully understood forasmuch as it appears
to said Court that the Plea aforesaid of the said
Ethan by him above pleaded & the Matter therein contain
are a full & sufficient answer to the Detraction of the
said Peter &c & that he ought not to receive any
thing upon his Plea aforesaid - Therefore it is con-
sidered that the said Peter &c by his Plea aforesaid
receive Nothing but for his groundless claim he be
in Mercy &c And it is also considered that the said
Ethan recover against said Peter &c Cost for defending
the suit of the said Peter &c taxed at £4.11 - The said
Peter &c by his Att^y appeals from the Judgment of this Court to the
supreme Judicial Court to be holden at Northampton in & for the
County of Hampshire on the last Tuesday of April next &
he recognises with sureties as the Law directs for said Peter's
prosecuting his Appeal with Effect as by said
recognizance on File does appear

Baker
vs
Cleveland

Daniel Baker of Montague in the County of
Hampshire Gen^l D^l is Taxall Cleaveland late of
Hanover in the County of Grafton & State of New
Hampshire Yeoman D^l in a Plea &c as is of Record
heretofore The D^l appears by Simon Strong Esq^r his ATT^y
and the D^l tho. three Times called to come into Court
makes default of appearance here — Whereof it is con-
sidered by the Court that the D^r Daniel do recover of the
said Taxall

Fowler
vs
Fowler

and Cost of Court taxed at £2.11.4 & thereof &c —
Daniel Fowler of Westfield in the County of Hampshire
Innholder D^l vs B^r Elad Fowler of the same Westfield & of
the County aforesaid Yeoman D^l in a Plea &c as is of Re-
cord heretofore — The several Parties appear & agree
that this Case be continued to the next Term under
the Rule before entered into & it is considered by the
Court that the said Parties have Day here accordingly
untill the third Tuesday of May next in

Fowler
vs
Clap

Daniel Fowler of Westfield in the County of Hampshire
Innholder Plaintiff vs Ezra Clap of the same Westfield &
County aforesaid Yeoman D^l in a Plea &c as is a large
Recorded heretofore — The several Parties appear & agree
that this Case be continued to the next Term under the
former Rule & it is considered by the Court that the
said Parties have Day here untill the third Tuesday
of May next in

Fellows
vs
Heaton

Thomas Fellows of Shelburne in the County of
Hampshire Husbandman D^l vs John Heaton of Shel-
burne aforesaid Gen^l D^l in a Plea &c as is of Record
heretofore — The D^l appears by Caleb Strong Esq^r his
ATT^y & prays judgment — it is considered by the Court
that the D^r Thomas do recover against the said John
Damages & Cost of

Court taxed at £ and thereof &c

Black
vs
Woolworth

Nath^l Kellogg
vs
Eph^m Titch

Daniel Kellogg of Amherst in the County of Hampshire
Yeoman & Gallinai Kellogg & Moses Kellogg both of Hadley aforesaid
said & in the same County aforesaid Husbandmen Ex^{rs} of the
last Will &c of Nath^l Kellogg late of said Hadley deceased
D^l vs Ephraim Titch of Eximont in the County of Berkshire
Esq^r D^l in a Plea &c as is of Record heretofore — The D^l appears
by Caleb Strong Esq^r his ATT^y & the D^l tho. three Times called to
come into Court makes default of appearance here — Whereof
it is considered by the Court that the said Daniel &c recover
against

Thellogg
v
Titch Esq^r

The said Ephraim seven Pounds ten Shillings & ten Pence Lawful Money Damages & Costs of Court taxed at £2. 0. 0 and thereof &c Exon ip^s Feb 22nd 1783.

French
v
Henry

John French of Montgomery in the County of 'Hampshire' Trader Def^t is Malcom Henry of in the County of Berkshire Gen^l Def^t in a Plea &c as may be seen at large in the original Writ. The Def^t being now three Times publicly called to come into Court is Nonuit and the Def^t defaulted & the Action dismissed.

Idem
v
Eardman

John French of Montgomery in the County of 'Hampshire' Trader Def^t is Malcom Henry of in the County of Berkshire Gen^l Def^t in a Plea &c as may be seen at large in the original Writ. The Def^t being now three Times called to come into Court is Nonuit and the Def^t defaulted & the Action dismissed.

Tuller
v
Richmond

Amos Tuller of Partridgefield in the County of Berkshire Yeoman Def^t is Nathaniel Richmond of Chiswick in the County of Hampshire Carpenter Def^t in a Plea &c as is at large of Record here before. The Def^t being now three Times publicly called to come into Court is Nonuit & the Def^t defaulted & the Action dismissed.

Douglass
v
Phelps

Jonathan Douglass of Tom-Henah in the County of Albany and State of New York Gen^l Def^t is Bezabul Phelps of Pittstown in the same County Yeoman Def^t in a Plea &c as is of Record heretofore. The Def^t appears by Thomas Gold Gen^l his atty & the Def^t tho three times publicly called to come into Court makes default of appearance here. Wherefore it is considered by the Court that the sd Jonathan do recover against the said Bezabul fifteen Pounds, five Shillings & three Pence Lawful Money Damages & Costs of Court taxed at three Pounds four Shillings & six Pence Lawful Money and thereof &c Exon ip^s Feb 22nd 1783.

Barthol
v
Clapham

Thomas Barthol of a place called Wrenfield in the County of Hampshire Husband man Def^t is James Clapham late of Petersham in the County of Worcester Yeoman Def^t in a Plea &c as is of Record heretofore. The Def^t appears by Simon Strong & Caleb Strong Esq^s his atty & the Def^t by John C. Williams Esq^r his atty & defend. He avied for Plea says he is not guilty in Manner & Form as the sd Thomas in his Declaration against him has a Pledge & thereof for Trial puts him self on his Country - and the sd Thom^s likewise whereupon the Jurors of the Jury according to the Form & Effect of the Statute in such Case made & provided at his Time returned & imparrolled being demanded like wise come here who to say the Truth concerning the Premises being duly sworn declare upon their Oath by Medad Alward their Foreman that they find the Def^t is guilty of such Damages for the Def^t at thirty eight Pounds & nine Shillings.

Bartholomew
Caplin

Wherefore it is considered by the Court that the
said Thom. do recover against the said James thirty
eight Pounds & nine Shillings ^{lawful Money} Damages and Cost
of Court taxed at £¹⁰ 10 0. Whereupon the said
James by John C. Williams his atty comes into Court
and appeals from the judgment of this Court to the
Supreme Judicial Court to be holden at Northampton in
and for the County of Hampshire on the last Tuesday
of April next & he recognises with Sureties as the Law
directs for his prosecuting said appeal with Effect.
as by said recognizance appears

Fowler
Berry

David Fowler of Southwick in the County of Hampshire
Yeoman. vs John Berry of the same Southwick
Yeoman. Debt in a Plea & is of Record heretofore.
The several Parties now appear and Samuel Mather Esq.
and others appointed Referees in this Case now bring
into Court the Award as follows. We the Subscribers
being appointed Referees & after hearing the Parties &
their Allegations, are of Opinion & give it as our Judgment
that the said David John Berry pay to the said David
Fowler the Sum of seventeen Pounds three Shillings & eleven
Pence Lawful Money as Damages in full of & for Book
Debts & all Demands & Cost of Court taxed at £8.3.6. & M
and likewise Cost of Arbitration which is Five Pounds &
seventeen Shillings Lawful Money - Samuel Mather Esq. &
John Ingersoll Referees. Thereupon it is considered by
the Court that the said David do recover against the said
John the Sum of seventeen Pounds three Shillings & eleven
Pence Lawful Money & Cost of Court & Cost of Arbitration
which is Five Pounds & seventeen Shillings Lawful Money
and thereof &c. - Exon ijs.

Fowler
vs
Thomas

Biddad Fowler of Westfield in the County of Hampshire
Yeoman. vs Lowell Thomas of the same Westfield
Yeoman. Debt in a Plea & is of Record heretofore.
The several Parties now appear & ~~ago~~ Samuel Mather Esq.
and others appointed Referees in this Case ~~after hearing the~~
~~Parties & their Allegations, are of Opinion & give~~ now bring into
Court the Award as follows. viz. We the Subscribers being
appointed & after hearing the Parties & their Allegations, are
of Opinion & give it as our Judgment that the said Biddad
pay to the said Lowell the Sum of the Cost of Court & the
Cost of Arbitration which is one Pound twelve Shillings
and eight Pence Lawful Money - witness our Hands Saml.
Mather Esq. & Joshua Goun. Referees. Thereupon it is con-
sidered by the Court that the said Biddad pay the Cost
of Court taxed at £1.7.6. Lawful Money & Cost of Arbitration
which is one Pound twelve Shillings & eight
Pence Lawful Money - and thereof &c.

Exon ijs. April 16. 1793-

Edy
vs
Shaw

Samon Edy of Cheshburne in the County of Hampshire
Yeoman. vs Thomas Shaw Yeoman. Simon Vaughan
gent. & Joseph Vaughan Yeoman all of Cheshburne in the

Cady
Cham

same County Dftr in a Plea & as is of Record heretofore
The Dftr appears in his own Person & the Dftr the three
Times publicly called to come into Court ~~and~~ ~~make~~
make default of appearance here - It is therefore
considered by the Court that the said ~~Thomas~~
Jason do recover of the said Thomas &c one Hundred
and twenty seven Pounds & two Shillings Damage &
Cost of Court taxed at £2.9.0 lawful Money
and thereof &c. Given at the March 7 1783 -

Danielson Esq
Barnum

Timothy Danielson of Brimfield in the County of
Hampshire Esq Dftr vs Caleb Bascom of Western in
the County of Worcester Tanner Dftr in a Plea &
as is of Record heretofore The several Parties appear
and a motion of the Dftr it is considered that they have
Day here until the third Tuesday of May next

Israel
Trask Esq

Israel Trask of Brimfield in the County of Hampshire
Physician Dftr vs William Bishop of South Brimfield
in the County of Hampshire Genl Dftr in a Plea &
as is of Record heretofore - The Dftr appears by Atty
Morgan Esq his Atty & the Dftr the three Times called
to come into Court make default of appearance
here - It is therefore considered by the Court that
the said Israel do recover against the said William
Nine Pounds thirteen Shillings & five Pence lawful
Money Damages & Cost of Court taxed at £2.9.0
lawful Money - and thereof &c

Heaton
Dodge

Heaton Heaton of Charlemont in the County of
Hampshire Physician Dftr vs Azariah Dodge of Shelburne
in the same County Yeoman Dftr in a Plea
as is of Record heretofore - The Dftr being now three
times called to come into Court is non suit & the
Dftr defaulted & the Action dismissed

Clark
Brook

William Clark of Colrain in the County of Hampshire
Genl Dftr vs Lerah Brooks of the same Colrain Yeoman
Dftr in a Plea & as is at large Recorded heretofore
The several Parties appear & agree that this Case be
continued to the next Term under the former Rule
and it is considered by the Court that the said Parties
have Day here until the third Day Tuesday of May
next

Warner Esq
Justice

Sarah Ann Warner & Madiab Warner of Hadley in the
County of Hampshire Joint Executors Dftr vs Joel Goff
line of Justice in the same County & Molly Justice
his Wife which said Molly is Administratrix of
and singular the Goods & Chattels Right & Credit of
Robert Webster late of Chesterfield in the County of
Hampshire deceased & in said Capacity Dftr in a Plea
as is at large Recorded heretofore - The Dftr appears by
John & William Esq their Atty & the Dftr by Caleb
Esq his Atty come & defend &c and for a Plea says
that they are not ~~guilty~~ in manner & Term as the
Jonathan & Madiab in their Declaration against

12
Carnes & Son
v
Pattinson
Thorn have alledged & thereof for Trial put themselves
on their Country - and the said Jonathan & Neeiah likewise
Whereupon the Jurors of Jury according to the Form & Effect
of the Statute in such Case made & provided at this Time
returned & impannelled being demanded likewise come
here who to say the Truth concerning the premises being
duly sworn declare upon their Oaths by Medad Abond
their Foreman that the said Robert did not promise in
Manner & Form as set forth in the Declaration -
Wherefore it is considered by the Court that the said
Jonathan & Neeiah pay the Cost of Court taxed at
one Pound eleven Shillings & six Pence Lawful Money -

New Entricant Money &

Moor
v
Chaney
No 1
John Moor of Union County of Windham & State of
Connecticut Yeoman Plaintiff is Daniel Chaney of Amherst
in the County of Hampshire Husbandman Defendant in a Plea
of the Case for that whereas the said Daniel at Union
do wit at Amherst aforesaid on the seventh Day of March
last past by his Note under his Hand of that Date for value
received promised the said John to pay him the Sum of
eight Pounds eleven Shillings Lawful Money on Demand
with Interest till paid. Also for that the said Daniel aforesaid
do wit on the same seventh Day of March aforesaid at
Amherst aforesaid by his other Note under his Hand of that
date for value received promised the said John to pay him
one other Sum of five Pounds six Shillings & eight Pence Lawful
Money on Demand with interest till paid. Yet the said
Daniel tho. often requested hath not paid to the said John
either of the said sums nor said Interest but neglects it
to the Damage of the said John (as he saith) the sum of
thirty Pounds - The Parties severally appear & (by a Motion of
the Court the Judge ^{not} objecting) agree to continue this Case to
the next Term. Therefore it is considered by the Court that
they have Day here untill the third Tuesday of May next in

Shinn
v
Mather
No 2
Jeremiah Shinn of Valentown in the County of Windham
and State of Connecticut Esq. Plaintiff is Elisha Mather of North
ampton in the County of Hampshire Yeoman & Elizabeth - his Wife
Defendant in a Plea of Trespas in the Case and whereas the said
Jeremiah complains for this to wit for that in the said Jer-
emiah on the first Day of July in the Year of our Lord 1779
at Worthington in our County of Hampshire was possessed
of one Wagghead of Stone Lime, two raw Ox Hides one Grindstone
one Tan vat one Tan Traugh all of the value of five Pounds
as of his own proper Goods and being so thereof possessed, the
said Jeremiah afterward that is to say, the Day & Year last
aforesaid at Worthington aforesaid, the said Wagghead of Stone
Lime, two raw Ox Hides, one Grindstone, one Tan vat & one Tan
Traugh out of his Hands & Possession did equally lose & was de-
void of the same which said Wagghead of Stone Lime, ^{two} raw Ox
Hides, one Grindstone, one Tan vat & one Tan Traugh yet remains that
is to say the Day & Year last aforesaid at Worthington
aforesaid by finding came to the Hands & possession of the said
Elizabeth then sole & unmarried to the said Elisha. Nevertheless
the said Elizabeth knowing the said Wagghead of Stone Lime, two
raw Ox Hides, one Grindstone, one Tan vat & one Tan Traugh to be
the proper Goods of the said Jeremiah & to him therein Jeremiah
of right to belong & appertain contriving & intending craftily

Prinne
(both in)

and subtilly to deceive & defraud the said Jeremiah in this
particular, the aforesaid Hogghead of stone Lime, two raw
Hides, one Grindstone, one tan vat & one tan Trough to
the said Jeremiah altho often requested hath not delivered;
but the said Hogghead of stone Lime, two raw Hides, a
Grindstone one tan vat & one tan Trough afterwards to
is to say the Day & Year last aforesaid at Warthington
aforesaid the said Elisabeth being then sole & unmarried
as aforesaid to the said Elisha to her own proper use did
then & there dispose of and convert to the Damage of the
said Jeremiah (as he saith) the sum of Ten Pounds Lawful
Money — The several Parties now appear & Nathan
Eager Esq^r & others appointed Referees in this Case
now bring into Court the Award as follows viz
We the subscribers being appointed & after hearing
the Parties & their Allegation, are of Opinion & give
as our judgment that the said Jeremiah do recover
of the said Elisha twenty Shillings Damages & one
Shilling Cost of Court, and six Shillings Cost of
Reference that it be a full discharge of the same
Witness our Hands Nathan Eager, Nathan Mann
Esq^r & Referees Therefore it is considered by
the Court that the said Jeremiah do recover against
the said Elisha twenty Shillings Damages & Cost of
Arbitration which is six Shillings & Cost of Court
taxed at £.7.0 or all of Lawful Money —
and thereof &c

Commonwealth of Massachusetts

Dalrymple
vs
Hood
No 3

Hampshire ss To the Sheriff of our County of Hampshire
his under Sheriff or Deputy — Greeting
Whereas Andrew Dalrymple of Shutesbury in our
County of Hampshire Gent^l before the Justice of our
Inferior Court of Common Pleas holden at Springfield
within & for the County aforesaid on the third Tuesday
of May in the Year of our Lord one thousand
seven hundred & eighty three by the consideration of
the said Justice recovered against Ezra Hood of Amherst
in said County Yeoman the Sum of eight Pounds
seven Shillings & two Pence Damages & also one
Pound sixteen Shillings & ten Pence for his Costs &
Charges by him about this Suit in that behalf
expended whereof the said Ezra is convict at the
appeal of record & shew as the said Andrew after
award on the twenty second Day of June then next
following sued out a Writ of Execution upon the judg-
ment aforesaid in due form of Law bearing Date
thereon Day directed to the Sheriff of aforesaid County
of Hampshire his under Sheriff or Deputy and
returnable into our Inferiour Court of common
Pleas then next to be holden at Springfield within
and for said County on the last Tuesday of August

Barrymple
is
Rood

thir next, which Execution the said Andrew on 113
the same twenty second Day of June aforesaid
delivered to Walter Pyncheon then & long after a
Deputy Sheriff under Solomon Stoddard Esq^r Sheriff
of our said County to be duly served & executed
and returned according to Law by Virtue whereof
the Body of the said Ezra was duly arrested & taken
for want of Goods or Estate & committed to our
Goal in Springfield by the said Walter then & long
after a Deputy Sheriff as aforesaid as by the return
indorsed by the said Walter on the back of said
Execution bearing Date the thirty fifth Day of
the same August do appear of Record
and whereas the said Ezra afterward on the thir
teenth Day of October then next following he
being then & ever after his commitment aforesaid
a Prisoner for Debt in our said Goal in Springfield
aforesaid on Execution at the suit of said Andrew
for his Damages & Costs aforesaid & for the Cost of
said Execution & of said Sheriff's Fees, was duly
admitted for the Benefit & Relief of our Statute or
Act intitled an Act for the Relief of poor Prisoners
for Debt & the Costs provided in and by the same
Act was then & there duly administered to him
th. d. Ezra by two of the Justices of the Peace
for sd County Quorum Unus, whereupon he th. d.
Ezra was then & there duly discharged from his
Imprisonment aforesaid without any Payment or
satisfaction of the sum aforesaid to go at large whi
ther he would & the same Judgment as yet remain
in its full Force not reversed annulled or any
ways satisfied & since the time of administering
said Act to the said Ezra as aforesaid & his discharge
from the Confinement in Goal as aforesaid the
said Ezra hath acquired & obtained sufficient
Estate to pay & satisfy the said Andrew the sum
aforesaid as well as the Cost of sd Execution and the
Sheriff's Fees thereon as we have heard from the said
Justices of the said Andrew & the said Andrew fur
ther say that by the Provisions of the Statute for
said the Goods & Estate of the said Ezra are still
liable to be taken to satisfy the Judgment for
sd & the lawful Fees & Charges arisen thereon & the
said Andrew hath supplicated us to provide him
due Remedy in this behalf and we willing that
Justice be done him Command you that you make
known to the said Ezra if he may be in your
Presence that he be before our Justices of our Inferi
our Court of Common Pleas next to be holden at
Northampton within for the County of Hampshire
on the second Tuesday of February next to show cause

Dabrymple
43
Read

if any he have or know any Thing wherefore he the
said Andrew ought not to have Execution awarded
him against the Goods & Estate of him the said Ezra
for his Damages & Cost aforesaid, recovered in Term
aforesaid with his additional Damages for the
Detention of the same & for the lawful Fees & Charges
aforesaid upon thereon & further to do & receive
what our Justices of our said Court shall then &
there consider & have you then there this Writ with
your Doings there in— The Def appears by Mons
Bliss Esq^r his Att^y & the Def tho^{tho} three Time
called to come into Court makes default of
appearance here— Wherefore it is considered by the Court
that said Andrew do recover against the said Ezra Sixteen
pounds eleven shillings and three pence lawful Money
Damages and Cost of Court taxed at £1.11.4 and there
of he may have his Execution against the Estate only of
the said Ezra ————— Whereupon the said Ezra
appeals from the Judgement of this Court to
the supreme Judicial Court to be holden at North
ampton in & for the County of Hampshire on
the last Tuesday of April next & he recognizes
with sureties as the Law directs for said Ezra's proceed-
ing his said appeal with Effect as by said recogni-
zance on File does appear

Jerling
Read

Elijah Darling of ~~Bedfordshire~~ Palmer in the County
of Hampshire Yeoman Plaintiff is Joseph Read of Basing-
stoke in the same County Yeoman Defendant in a Plea
of the Case for that the said Joseph at ~~Bedford~~ Palmer
on the eighteenth Day of February one thousand
seven Hundred & eighty two by his Note for Value
received promised said Elijah to pay him seven
Pounds lawful Money or the Value thereof in
Buff at the market price delivered at Darlings
Mill in Palmer aforesaid on or before the 1st of the
Day of November then next and the said Elijah
says he was always ready at said Place of delivery
to receive the same Buff of said Joseph; yet
said Joseph then often requested hath never paid
said Money or delivered the same Buff or any
Part thereof nor any way performed his said
Promise but neglects it— To the Damage of the
said Elijah as he avers ten Pounds— The Def
appears by Mons Bliss Esq^r his Att^y & the Def tho^{tho} three
times called to come into Court make default of
appearance here— It is therefore considered that the
said Elijah do recover against the said Joseph seven
Pounds ^{lawful Money Damages} and Cost of Court taxed at £1.11.2
and thereof he

Wright
Lyman

114
Ebenezer Wright of Northampton in the County of
Hampshire Yeoman &ff is Elijah Lyman of Haddesly
in the County aforesaid Executor of the last Will &
Testament of Gideon Lyman late of Northampton in the
County aforesaid Esq^r deceased, Gent^l D^l in a Plea of the
Case for that he the sd Gideon in his lifetime, to wit, on the
first Day of April A.D 1770 at Northampton aforesaid by
his Note of that Date for Value received promised the said
Ebenezer to pay him six Pounds two Shillings & four Pence
half Penny lawful Money meaning on demand with
lawful Interest till Paid - Also for that the said Gideon
afterwards, viz. on the twenty third Day of May A.D 1770
at Northampton by his other Note of that same Date for
Value rec^d promised the said Ebenezer to pay him one
Pound four shillings & nine Pence half Penny (meaning that
same Sum of lawful Money and meaning on demand with
the lawful interest till paid) And also for that the said Gid
eon on the last day of April A.D 1771 at Northampton
by his other Note for Value promised the sd Ebenezer to
pay him in order ten Pound lawful Money on demand with
the lawful Interest thereof till paid - Yet the sd Gideon
in his life time nor the said Elijah since the decease of the
said Gideon have not paid the content of the said Notes
nor neither of them nor any part of them or either of
them, but to do it the said Gideon in his Life time altho
often thereto requested did wholly neglect & refuse; and the
said Elijah since the decease of the said Gideon altho often
thereto requested hath refused & doth still refuse to pay him
the same. And also for that the said Gideon afterwards in
his Life time, to wit, on the first Day of July A.D 1772 at
said Northampton, was justly indebted to the said Ebenezer
in the sum of twenty three Pounds eight Shillings & nine
Pence for divers articles of book A^{nt} & being so indebted he the said
Gideon afterwards to wit the same Day & Year last above sd
in consideration thereof undertook & faithfully promised
to pay the same sum on demand. Yet he the sd Gideon in
his Life time nor the sd Elijah since the death of the
Gideon have not paid the said Sum of twenty three Pounds
eight Shillings & nine Pence nor any part thereof - altho
often thereto requested, but the said Gideon in his Life time
did wholly refuse to do it & the said Elijah since the Death of
the said Gideon hath refused & still doth refuse to do it
to the damage of the sd Ebenezer (as he saith) the Sum of Eighty
Pounds. - The Parties severally appeared & it is considered by
the Court that they have Day here until the third
Tuesday of May next.

Wright & Biddad
Lyman

Yeoman
Nathaniel Wright & Biddad Wright Yeoman both of Northampton
in the County of Hampshire. D^l &ff is Elijah Lyman of
Haddesly in the County aforesaid Gent^l D^l. In a Plea of the Case
on the Case for that he the said Elijah at Northampton

Nath^l & Biddad
H 19th

Lyman

on the seventeenth Day of April A.D. 1771 by his Note
of the said date for value rec^d promised the said
Nath^l & Biddad to pay them ten Pounds meaning Lawful
Money on demand with the lawful Interest thereof
till paid - Also for that he the said Elijah afterwards, to
on the twenty ninth Day of May A.D. 1771 at North
ampton aforesaid by his other Note of that same Date
for value rec^d promised the said Nath^l & Biddad
pay them the Sum of twenty four Pounds ten shil-
lings Lawful Money on demand with lawful Interest
till paid - Yet the said Elijah has not paid the contents
of the said Notes nor any part of them or either of
them but he has hitherto refused & still refuses to
do it - To the Damage of the said Nath^l & Biddad
they say the sum of Seventy Pounds - The Parties
severally appeared & it is considered by the Court that
they have Day here untill the third Tuesday of May next

Biddad
Wright
or
Lyman

Biddad Wright of Northampton in the County of
Hampshire Yeoman Defendant is Elijah Lyman of Hed-
ley in the same County of Hampshire gentleman
Deft in a Plea of the Case for that he the said Eli-
on the first Day of January Instant was indebted to
the said Biddad in the Sum of one Pound nine
shillings & eight Pence of Lawful Money for divers
Articles of book l^o and being so indebted he the
said Elijah in consideration thereof afterwards to
the same Day & Year undertook & faithfully prom-
to pay the same Sum on demand - Also for that
whereas he the said Elijah on the twelfth Day of Dec^r
A.D. 1769 at Northampton aforesaid by his Note for
value rec^d promised the said Biddad to pay him one
Pound five shillings & seven Pence Lawful Money
on demand with lawful Interest till paid - Yet
the said Elijah has not paid the aforementioned
Sum nor any Part thereof to him the said Biddad
or thro. he has by him often thereto been requested
but he has hitherto wholly refused & still refuses
to do it - To the Damage of the said Biddad
he the said six Pounds - The Parties severally
appeared & it is considered by the Court that
they have Day here untill the third Tuesday of
May next

Lyman
or
Lyman

Elijah Clark of Northampton in the County of Hampshire
Yeoman Defendant is Elijah Lyman of Hedley in the same

Clark
is
Lyonn

County of Hampshire Gen^l D^{ft} in a Plea of 1/15
the Case for that he the said Elijah on the fifteenth
Day of July A D 1776 at Northampton as aforesaid
by his Note for value rec^d promised the said Ezra to pay
him fifteen Pounds lawful Money on demand with
lawful Interest, till paid - Also for that he the
Elijah afterwards so with on the twenty fifth Day of
September A D 1776 at said Northampton by his
other Note for value rec^d promised the said Ezra to
pay him six Pounds lawful Money on Demand with
lawful Interest till paid - Yet the said Elijah
has not paid the Contents of the said Notes or either
of them or any part of them - Altho he has been often
thereto requested, but he has hitherto refused & still
refuses to do so - To the Damage of the said Ezra (ask
as he saith) the Sum of Twenty Pounds - The Parties
generally appear & it is considered by the Court
that they have Day here untill the third Tuesday
of May next -

Timothy Smith
is
Noah Smith
Simon Elmer

Timothy Smith of Granby in the County of Hampshire
Yeoman D^{ft} is Simon Elmer of Granby aforesaid
Yeoman & Noah Smith of Amhurst aforesaid Yeoman
D^{ft} in a Plea of the Case for that the said Simon
and Noah at said Granby on the twenty second Day
June A D seventeen hundred & eighty by their Note
for value rec^d promised said Timothy to pay him ten
Pounds lawful Money in Spanish Milled Dollars
at six Shillings by the Dollar on or before the first
Day of May A D seventeen hundred & eighty two
with Interest from the first Day of May A D seven
hundred & eighty one untill Paid - Yet the
Simon & Noah the often requested have never paid
the same or any part thereof but neglect & refuse
to do so - To the Damage of said Timothy as he saith
the sum of fifteen Pounds - The D^{ft} appears in
his own Person & the D^{ft} tho. three times publicly
called to come into Court makes default of ap
pearance now - Therefore it is considered by the
Court that the D^{ft} do never against the D^{ft}
ten Pounds, fifteen Shillings & ten pence lawful Money
and Cost of Court taxed at £ 1. 2. 0. & thereof 40

Gibbs D^{ft}
is
Shearer

John Gibbs of Greenwich in the County of Hampshire Yeoman
D^{ft} is William Shearer of Greenwich aforesaid Yeoman D^{ft} in a
Plea of the Case for that said William at said Greenwich on
the third Day of February on the and one hundred

Gibbs
Shearer.

and seventy seven by his Note for Value recd. promised
said John to pay him or his Order ten Pounds
lawful Money on or before the first Day of September
then next with Lawful Interest for the same till
paid, also for that said William at said Greenwich on
the Ninth Day of February quinden hundred & twenty
eight by his other Note for value recd. promised
said John to pay him or his Order twenty five
Pounds in lawful Money equal in value to twenty
Pounds in lawful Silver Money on demand with
Lawful Interest for the same till paid - yet said
William tho. oft is requested hath never paid the
same in any part thereof or any way performed
either of his promises but neglects it to the
Damage of the said John (as he saith) the Sum of
thirty Pounds - The Def appears by Abner Morgan
17th in A 117 & the Def. tho. three Times publicly called
to come into Court makes default of appearance & it
is therefore considered that the said John do recover
against the said William

Gibbs
Benson

Damages & Cost of Court taxed at £ 12 10 0
appeals from Judgment of the Court to the next Circuit Court to be holden at the
of and hereafter as Law directs for William prosecuting & Appeal as appears
John Gibbs of Greenwich in the County of Hampshire
Yeoman Def is Seth Benson of Woburntown in the
same County Yeoman Def in a Plea of the Case
for that said Seth at said Greenwich on the twenty
third Day of May one thousand seven hundred & seven
Eight by his Note for Value recd. promised said
John to pay him or Order ten Pounds in lawful
Money on demand with Lawful Interest for the
same till paid; yet said Seth tho. oft is requested
hath never performed his promise but neglects
it to the Damage of the said John (as he saith) the
Sum of ten Pounds - The Def appears in his own
Person & the Def. tho. three Times publicly called
to come into Court makes default of appearance & it
is therefore considered that the said John do recover
against the said Benson the Sum of ten Pounds -
This Case may be continued because the Def is out of
the State - and it is therefore considered that they
have Day here until the third Tuesday of May next

Sheldon
Dinkinson

Amasa Sheldon of Barnardstown in the County of
Hampshire Gentle Def is Consider Dickinson of Dear
field in the County of Hampshire Husband man Def
in a Plea of Treppass on the Case for that whereas the
said Consider of Barnardstown aforesaid on the thirteenth
Day of March in the Year of our Lord one thousand seven hun
dred & eighty one was indebted to the said Amasa in the
Sum of one hundred & ten Pounds lawful Money for fourpence
laid by the said Amasa before that sold & delivered to the
said Consider at his the Consider's special Instance & request
and since indebted the said Consider after wards to win

Sheldon
vs
Dunston

116
The same Day & Year aforesaid at Barnardstown aforesaid
in consideration thereof undertook & to the said Amasa then & there
faithfully promised that he the said Consider the same Sum to the
said Amasa whenever after he should be there to requested then
faithfully would pay & content - Also for that whereas the said Consider
at Barnardstown aforesaid on the same thirtieth Day of March was
indebted to the said Amasa in another Sum of one hundred & ten
Pounds of the then current Money of the new Emission
for other four far Oxen by the said before that Time sold & delivered to
said Consider at his special Instance & Request & being so indebted the
said Amasa afterwards to wit the same Day Year & Place in consideration
thereof undertook & to the said Amasa faithfully Promised that the
said Consider would pay the same Sum to the said Amasa on the first Day
of May then next next also for that whereas the said Consider at Barnardstown
aforesaid on the same thirtieth Day of March was indebted to
the said Amasa in another Sum of one hundred & ten Pounds of the
then current Money of the new Emission for other four far Oxen
by the said Amasa before that Time sold & delivered to the said Consider
at his special Instance & Request being so indebted the said
Consider afterwards to wit the same Day Year & Place in consideration
thereof assumed on himself as to the said Amasa then & there faithfully
promised that he the said Consider would pay the same Sum to the said
Amasa whenever after he should be there to requested - Also for that the
said Consider at Barnardstown aforesaid on the same thirtieth Day of March in
consideration that the said Amasa at the special Instance & Request of
the said Consider had before that Time sold & delivered to the said Consider other
four far Oxen assumed on himself & to the said Amasa then & there faithfully
promised that he the said Consider so much Money as the same four far Oxen
at the Time of the Sale & Delivery thereof were reasonably worth to the
said Amasa whenever after he should be there to requested well & faithfully
would pay & content - And the said Amasa avers that the same four far Oxen
at the Time of the Sale & Delivery thereof were reasonably worth another
Sum of one hundred & ten Pounds lawful Money of which of which the
said Consider then afterwards the same Day had Notice - yet the said
Consider though often there to requested hath not paid either of the Sums
aforesaid to the said Amasa or any Part of either of them or any way
performed either of his said Promises or contented the said Amasa
therefor but unjustly neglects & refuses to do it - to the Damage
of the said Amasa the Sum of one hundred & twenty Pounds
lawful Money - The Parties severally appear & it is considered
by the Court that this Case be continued to the next Term
the Parties not objecting - Therefore it is further considered by
the Court that they have Day here accordingly until the
third Tuesday of May next -

Fairfield
vs
John

Samuel Fairfield of W. Hamburgh in the County
of Hampshire Junr. Defr is Joshua John on Clerk
and Sarah his Wife both of Woodstock in the County
of Windham & State of Connecticut Administrators on the
Estate of Amor Butler late of W. Hamburgh Clerk deceased
and in the same capacity Defrs in a Plea of the Case for
that the said Amor in his Life time at said W. Hamburgh
on the first Day of October in the Year of Lord one
thousand seven hundred & seventy seven was lawfully
indebted to said Samuel in the sum of forty eight

Pounds seven Shillings & four Pence Lawful Money according to the account hereto annexed & in consideration thereof said Amos then & there promised said Samuel to pay him the same on demand - Also for the said Amos in his Life Time at said Williamsburg on the same first Day of October aforesaid was justly indebted to said Samuel in one other Sum of forty three Pounds four Shillings Lawful Money for Boarding the said Amos & keeping his Horse & other one hundred & eight Weeks before that Time at his special Instance & Request & in consideration of said Amos then & there promised him the said Samuel to pay him the same Sum last mentioned on demand; Yet said Amos tho often requested hath never paid said Samuel either of said Sums in his the said Amos's Life Time neither have the said Joshua & Sarah or either of them paid said Samuel either of said Sums or any Penny thereof since the said Amos hath but they all bind themselves to have & still ought & refuse to pay the same to the Damage of the said Samuel the Sum of Ninety Pounds The Parties severally appear & agree to refer this Cause to the Award of the Award of Jonathan Budd Esq^r & Capⁿ Perez to Grace Chapin Esq^r & Judgement of the Award of Graves, who are to hear the said Parties & the Award of any two of them is to be final to be returned into Court Judgment to be made up & Executed accordingly and the said Parties have Day here until the third Tuesday of May next ~

Enon is. May 5 1783~

Harkness
vs
Handy

James Harkness of Pelham in the County of Hampshire
Yeoman Duf vs Charles Handy of Pelham in
same County of Hampshire Yeoman Dft in a Decy
of the Case for that the aforesaid Charles on the tenth
Day of April seven hundred & eighty two at
Pelham aforesaid by his Note in writing for value recd
promised to pay the said James or order the sum of
eight Pounds sixteen Shillings & two Pence on demand
with use (meaning the lawful Interest) till paid -
Nevertheless the aforesaid Charles hath not performed
his promise aforesaid but refuses to do it - To the
Damage of the said James the Sum of Eleven Pounds
The Duf appears by Joseph Clark jnr^r his att^y & the Dft mo
three Times publicly called to come into Court makes default
& appearance here - It is therefore considered by the Court
that the said James do recover against the said Charles
Nine Pounds & nine Shillings lawful Money & Cost of Court
taxed at £ ^{and there of 40}

Clary
vs
Paine

Eliza Clary of Lwereth in the County of Hampshire
Yeoman Duf vs Miller Paine of Lwereth in the same
County of Hampshire Yeoman Dft in a Decy of the Case
for that the said Miller Paine on the twenty ninth Day
of October in the Year of our Lord one thousand seven
hundred & eighty two at Lwereth aforesaid by his Note
in writing for value recd promised to pay unto the
said Eliza or order the sum of Twenty Pound eight
Shillings & six Pence lawful Money on Demand to be
paid in Grain, calling for three Shillings per Bushell
other Grain in the same proportion with Interest
meaning the lawful Interest till paid - Nevertheless the
aforesaid Miller hath not performed his promise aforesaid
but refuses to do it altho often requested - To the
Damage of the said Eliza the Sum of forty Pounds
lawful Money - The Parties severally appear & by a
Motion of the Dft it is considered by the Court that
they have Day here untill the third Tuesday of May
next -

Trup
vs
Paine

Moses Trup of Lwereth in the County of Hampshire
Yeoman Duf vs Miller Paine of Lwereth in the County
of Hampshire Yeoman Dft in a Decy of the Case for that
the aforesaid Miller on the nineteenth Day of September
in the Year of our Lord one thousand seven hundred & eighty
two at Lwereth aforesaid by his Note in writing for
value recd promised to pay the said Moses the sum of
Nine Pounds sixteen Shillings & two Pence on Demand
with use meaning the lawful Interest - Nevertheless the
aforesaid Miller hath not performed his promise
aforesaid but refuses to do it altho often requested -
To the Damage of M^r Moses Ten Pounds -

Kup
9
Daine

The Parties severally appear & agree that this Case
be continued to the next term Judgement then to
be final — Therefore it is considered by they have
lay here untill the third Tuesday of May next
M^r Daniel Jacob M^r Daniell of Amherst in the County of
Perkins &c Hampshire Tradesman Def^t vs Nathan Perkins of Amherst
in the same County of Hampshire Black-Smith
and Aaron Bartlett of Laverth in the County aforesaid
Yeoman Def^s in a Plea of the Case for that the afor
said Nathan & Aaron on the twenty ninth Day January
in the Year of our Lord one thousand seven hundred
eighty two at Amherst aforesaid by their promis
sory Notes in writing for value rec^d promised to pay
to the said Jacob M^r Daniell or order eight Pounds &
ten Shillings in Silver Money with Interest (mean
ing Lawful Interest) & nevertheless the aforesaid Nathan
and Aaron have not performed their promise aforesaid
but have each of them hitherto refused & still refuse
to do it altho often thereto requested — To the Damage
of the said Jacob M^r Daniell the Sum of fifteen Pounds
The Def^s appear by Joseph Clark gen^l his Att^y & the
Def^s tho these things called to come into Court make
default of appearance here — Therefore it is consid
ed by the Court that the Def^s do recover against the
Def^s — Damages & Cost of Court
taxed at £ and there of &c

Phelps Aaron Phelps of Belchertown in the County of Hamp
shire gen^l & guardian to Sarah Hannum late of Belche
Blanchardtown Singlewoman Def^t vs George Blanchard of Belcher
town in the same County of Hampshire Husbandman
Def^t in a Plea of the Case for that whereas on the third
Day of September last past at Belchertown aforesaid, the
said Sarah Hannum was & was since hath been & now is
a Person distracted & non compos mentis & altogether unfit &
incapable to take Care of herself or any of her affairs, & whereas
on the same third Day of September at Hadley in the
County of Haverford &c then & was since Judge for the
County of H^{amp} & for granting Letters of Administration for & we
in the same County of Hampshire pursuant to the power
and authority granted to him by the our Act or Law of this
Commonwealth did assign & appoint him the said Aaron
Phelps in due form of Law to be Guardian of the said Sarah
and then & there did direct & empower him the said Aaron ac
cording to Law to take Care as well of the Person as Estate of both
real & personal of the said Sarah & to do & perform other Duties of
a Guardian as by the Law in such Case is directed & enjoined
And the said Aaron then & there did give Bond to the said
Office of Probate in form as the Law directs for his the said
Aaron faithful discharge of the said Trust reposed in him
and the said Aaron then & there did take upon himself the
said Office Trust & Business of Guardian to the said Sarah
and did receive her the said Sarah into his Custody &

Phelps
vs
Blanchard

Guardianship never the less the said George not ignorant of the business promises but contriving & unjustly intending to vex & inquiet the said Aaron & that he the said Aaron incurred a Forfeiture of the Bond aforesaid and be forced & compelled to employ much Time & expend large Sums of Money in seeking after & endeavouring to recover the said Sarah into his Custody as aforesaid at Northampton in the same County on the first Day of November last past without the command and against the Will of the said Aaron did take & carry away the said Sarah out of the Custody of the said Aaron the said Sarah being then & there a Person non compos and under the Guardianship of the said Aaron as aforesaid and the said appointment of the said Aaron as Guardian of the said Sarah then & there being in full force & in no wise revoked, annulled or vacated & her the said Sarah the said George then & there did convey to Places unknown by reason whereof the said Aaron hath never since been able to recover the said Sarah into his Custody & is in danger of forfeiting & of being compelled to pay the Sum mentioned in the Bond aforesaid & hath been obliged & compelled to employ much Time & expend large Sums of Money in divers journeys & searching for the said Sarah and endeavouring to recover her into his the said Aaron Custody and the misdeeds of the said Aaron happening in the mean time from the first Day of November aforesaid to the Day of the purchase of this Writ hath been greatly neglected & remained undone - to the Damage of the said Aaron Phelps Guardian as aforesaid the Sum of Ninety Ten Pounds - The Plea appears by Caleb Strong Esq. his A.M. & the Defr by Moses Bliff & Simon Strong Esq. his A.M. comes & defends & and for Plea says he is not guilty in manner & form as the said George in his Declaration against him has alleged & thereof for Trial puts him off on the Country - and the said Thomas Likewise - Whereupon the Jurors of the Jury according to the form & Effect of the Statute in such Case made & provided at this Time returned & impannelled being demanded likewise came here who to say the Truth concerning the said George being duly sworn declare upon their Oath by Affidavit Alford their Foreman that they find the defendant is not guilty & Therefore it is considered by the Court that the said George do recover against the said Aaron ^{his} Costs taxed at £ 2. 10. 0 and thereof &c

Given in April 3. 1783

Pittsfield
vs
Marvin

Daniel Pittsfield of Greenwich in the County of Hampshire
Yeoman Esq. vs Enoch Marvin of Pittsfield in the County
of Berkshire Yeoman Esq. in a Plea of the Case for
that the said Enoch at Pittsfield to wit at Northampton

Denfield
Harwin

aforsaid on the twenty second Day of Decem^r in the
year of our Lord sixteen hundred & seventy four by
his promissory Note in writing, under his Hand of
that Date for value rec^d promised one James Easton
to pay him or order on demand five Pounds twelve
Shillings lawful Money with Interest (meaning with
lawful Interest for the same) till paid, and afterwards
to wit on the first Day of January current at Northam
ton aforsaid the said James by his Indorsement on the
said Note with his own Hand subscribed assigned the
said Note unto the^r Daniel or order the contents thereof
for value rec^d promised of the said Daniel to be paid
unto him of all which the said Enoch then & there had
Notice &c. & became liable & chargeable to pay the same
unto the said Daniel & being so liable then & there
in consideration thereof promised the said Daniel
to pay him the Contents aforsaid of the Note aforsaid
according to the tenor thereof & yet the said Enoch
who often requested thereto has never paid the same
but unjustly neglected & utterly refused to do so
to the Damage of the said Daniel the sum of ten
Pounds &c. The Jury appears by John Chandler & William
his Att^y & the Def^t who three times called to come
into Court makes default of appearance here -
Therefore it is considered by the Court that the
said ~~Enoch~~ Daniel do recover against the said Enoch
eight Pounds, six Shillings & four Pence lawful Mo
ney Damages & Cost of Court taxed at £1. 16. 10 &c
and thereof &c - Exon ip. Feb. 20. 1783.

Woolworth
Betcher
N^o 21st

Richard Woolworth of Springfield in the County of
Hampshire Jun^r & Andrew Betcher of Part
ridgefield in the County of Berkshire Gen^l Def^t in
a Plea of the Case for that the said Andrew at Pitts
field to wit at Northampton aforsaid on the Nin
day of Septem^r last by his promissory Note in writing
under his hand of that Date for value rec^d promised one
John Strong to pay him or his order on Demand twenty
four Pounds two Shillings & one Penny half penny
with interest till paid & afterwards to wit the same
by the said John at Northampton aforsaid by his
Indorsement on the back of the said Note with his
own hand subscribed for value rec^d assigned the same
Note unto the said Richard of all which the said An
drew then & there had notice &c. became liable & chargeable
to pay the contents aforsaid of the Note aforsaid
unto the said Richard & being so liable then & there
in consideration thereof promised the said Richard
to pay ^{him} the said contents of said Note according

Woolworth
is
Belcher

to the Tenor thereof - yet the said Andrew
tho he has been often thereto requested has never
paid the same but unjustly refuses to do it -
To the Damage of the said Richard the Sum
of thirty six Pounds lawful Money. The Parties
severally appear & agree that this Case be continued
to the next Term judgement there to be final
and no Cost then to be taxed in. It is therefore con-
sidered by the Court that the said Parties have
Day here untill the third Tuesday of May next.
Moses Marsh of Northampton in the County of Hamp-
shire Gentleman Def is Wilson Torry Yeoman &
David Miller Yeoman both of partridgefield in the
County of Berkshire Defts in a Plea of Trappass on the
Case for that the said Wilson & David at Northampton
aforesaid on the eighth Day of November one thou-
sand seven hundred & twenty three by their prom-
isory Note in writing under their hands of that
Date for value received promised the said Moses to pay
him six Pounds ten Shillings by the first of septem-
ber meaning the first Day of sept^r then next
meaning to pay the lawful Interest after the said
first Day of September - yet the said David & Wilson
tho they have been often thereto requested
have never paid the contents of said Note or the
Interest nor has either of them done it but they
& each of them unjustly refuse to do it - To the
Damage of the said Moses the Sum of Seven Pounds
lawful Money. The Defs appear by John Chandler
William his Att^y & the Deft. who three Times called to
come into Court makes default of appearance here.
Therefore it is considered by the Court that the said
Moses do recover against the said Wilson & David two
Pounds three Shilling lawful Money & Cost of Costs
taxed at £1. 13. 6 and thereof &c. &c.
Ex con j^r. Feb 20 1783

Marsh
Torry & al
N^o 22

Van Schaick
is
Barnes
N^o 23

Wesley Van Schaick of Albany in the County of Albany
and State of New York Def is Asa Barnes of
Lancaster in the County of Berkshire Esq^r Deft
in a Plea of Trappass on the Case for that the said
Asa at Albany to wit at Northampton aforesaid
on the twenty fifth Day of October in the Year
of our Lord one thousand seven hundred & seventy
three by his promissory Note in writing under his
hand of that Date for value received promised the
said Wesley to pay him two Pounds eight
shillings & eight Pence New York Money by the

Van Schaick
Barnes

twenty first Day of Decem^r next (meaning Decem^r the
next) and if then detain^d (meaning if not then paid) the
lawful Interest till paid (meaning the lawful Interest
of that County ~~County~~ which is seven per centum per
Annum) and now the said Wessel avers that two Poun
dents Shillings & eight Pence New York Money
equal to two Pounds three Shillings & three Pence of
lawful Money of this Commonwealth in 1782 the
said Wessel though he has been often thereto requested
has never paid the said Sum or the Interest - but un
justly refuses to do it - To the damage of the said Wessel
the Sum of ten Pounds - The Def appears by John Ch
William Gen^l his Att^y & the Deft tho three Times
called to come into Court makes default of appear
ance here - It is therefore considered by the Court
that the said Wessel do recover against the said Ass
three Pounds seven Shillings & one Penny lawful
Money Damages & Cost of Court taxed at £2.1.4
and thereof - Exon ip^d Feb 20 1783

Woolworth
Pittsfield
No 24

Richard Woolworth of Springfield in the County of
Hampshire Tinner Def is Nathaniel Porter of Pitt
field in the County of Berkshire Walter Deft in a
Plea of Trepass on the Case for that the said Nath^l
at Pittsfield to wit at Northampton aforesaid on the
twenty fourth Day of January last by his promissory
Note ⁱⁿ writing under his hand of that same Date for
value rec^d promised one John Strong to pay him or
his Order on Demand nine Pounds eight Shillings
and seven Pence with Interest & afterwards to wit
on the first Day of January instant at Northampton
aforesaid the said John by his indorsement on the back
of said Note with his proper hand subscribed for value
rec^d assigned the same Note unto the said Richard &
ordered the Contents thereof then wholly due to be paid
unto the said Richard of which the said Nath^l then
and there had Notice & so became liable & chargeable
to pay the content of said Note unto the said Richard
and being liable there & there in consideration thereof
promised the said Richard to pay him the Contents
aforesaid of the Note aforesaid according unto the
tenor thereof - Yet the said Nath^l tho he has been
often thereto requested has never paid the same but
unjustly neglects to do it - To the Damage of the
said Richard the Sum of twelve Pounds -
The Def appears by John Chandler William Gen^l his Att^y
and the Deft tho three Times called to come into Court
make default of appearance here - It is therefore con
sidered by the Court that the said Richard do recover
against the said Nath^l ten Pounds seven Shillings &
one Penny lawful Money & Cost of Court Taxed at £1.10.0
and thereof - Exon ip^d Feb 20 1783

Idem
Leonard
N^o 25

Richard Woolworth of Springfield in the County
of Hampshire Tinner Put vs Daniel Leonard of Pitts-
field in the County of Berkshire Labourer Def^r in a
Plea of trespass on the Case for that the said Daniel
Pittsfield to wit at Northampton aforesaid on the
seventh Day of August last by his promissory Note
in writing under his hand of that Date for value rec^d
promised one John Strong to pay him or order on demand
two Pounds eighteen Shillings & five Pence Lawful Money
with Interest till paid - and afterwards to wit at ~~Northampton~~
on the first Day of January Instant at Northampton
aforesaid the said John by his indorsement on the said
Note with his proper hand subscribed for value rec^d ~~promised~~
assigned the said Note unto the said Richard & ordered the
contents thereof then ^{wholly} due to be paid unto the said Rich-
ard of all which the said Daniel then & there had
Notice & so became liable & chargeable to pay the Contents
of the said Note unto the said Richard & being so liab^{le}
then & there in consideration thereof promised the
said Richard to pay him the contents aforesaid of the
Note aforesaid according unto the Tenor thereof -
yet the said Daniel tho he has been often requested
has never paid the same but unjustly refuses to do so
to the Damage of the said Richard the sum of ten
Pounds Lawful Money - The Put appears by
John Chandler William Genn his Att^y & the Def^r
tho three Times called to come into Court
makes default of appearance here - Therefore
it is considered by the Court that the said Richard
do recover against the said Daniel the sum
of ten Pounds & one Penny Lawful Money Damages &
Costs of Court taxed at £1. 10. 0. and there of &c
Given ist Feb 20 1783 -

Pittsfield
Warner
N^o 26

Daniel Pittsfield of Grandville in the County of Hamp-
shire Yeoman Put vs Samuel Warner of Washington
in the County of Berkshire Yeoman Def^r in a
Plea of the Case for that the said Samuel at Pitts-
field to wit at Northampton aforesaid on the twen-
ty seventh Day of April in the Year of Lord one thou-
sand seven hundred & seventy four by his promissory
Note in writing under his hand of the same
Date for value rec^d promised one John Strong to pay
him or his order on demand eighteen Pounds nine
Shillings & eleven Pence Lawful Money with Interest
till paid - & afterwards to wit on the first Day of Jan^y
current the said John at Northampton aforesaid
by his indorsement on the said Note with his proper
hand subscribed for value rec^d assigned the same

Purified Note unto the said Daniel & recovered the contents thereof then wholly due to be paid unto the said Warner. Daniel of which the said Samuel then & there had Notice & so became liable & chargeable to pay the Contents aforesaid of the Note aforesaid unto the said Daniel & being so liable & chargeable then & there in consideration thereof promised the said Daniel to pay him the Contents aforesaid of the Note aforesaid on demand - Yet the said Samuel at that time he has been often thereto requested has never paid the same but unjustly refuses to do it - To the Damage of the said Daniel the Sum of thirty eight Pounds The Puf appears by John Chandler Williams & his Att & the Defr the three times called to come into Court makes default of appearance here - Wherefor it is considered by the Court that the said Daniel do recover against the said Samuel twenty seven Pounds twelve Shillings and ten Pence Lawful Money Damages and Cost of Court taxed at £ 1. 16. 10 and thereof &c. - Ex cor. y. Feb 20 1770

Gibbs
Blain
N^o 27

John Gibbs of Blanford in the County Ham-
shire Yeoman Defr Isaac Blair of the same
Blanford & County of Hampshire Yeoman Defr
in a Plea of Trespass whereupon the sd John com-
plains & says that he the said Isaac at said Blanford
on the twenty fifth Day of December last past with
force & Arms broke & entered the Close of him the
said John there called his Homestead & one silver
coloured Colt of the Price of seven Pounds of the
proper Goods & Chattels of the said John then & there
found & being with like Force & Arms he the said Isaac
then & there took & carried away & many others
wrongs & Injuries to him the said John he the said
Isaac then & there did contrary to Law & against the
Peace - To the Damage of the said John the sum
of ten Pound Lawful Money - The Parties
severally appear & on a Motion of the Defr agree
that this Case be continued to the next Term -
It is therefore considered by the Court that they
have Day here untill the third Tuesday of May next.

Gibbs
Thayer
N^o 28

Robert Corkey of Pelham in the County of Ham-
shire Yeoman Defr Paul Thayer of Myrfield
in the County of Hampshire Yeoman Defr

Conkey
Thayer.

In a Plea of the Case for that whereas as said 121
Northampton on the twentieth Day of December
1779 an agreement was entered into between the said
Paul & Robert that the said Robert should enlist
himself a Soldier in the Regiment called the Union
Massachusetts Regiment during the the present War
with Great Britain; and that in Case the said War
should not end on or before first Day of January 1782
then the said Paul should immediately take the Place
of the said Robert in the War (that is to say in the
Regiment aforesaid) and do Service therein in said
Conkey's Room & stead untill the End & Regular Discha-
rg from the same Service; and also that in Case the
War should continue longer than untill the first
Day of January 1782 and the said Paul should ac-
cordingly take the Place of the said Robert in the Reg-
t as before expressed that then the said Robert should
be intitled to & permitted to receive to his own use
the Clothing Pay & every other Privilege which might
belong to said Robert in Case he had remained
in said Service that is to say ~~after the Time~~ for the
Time after the said Paul should or take the Place
of the said Robert in the same Service; and whereas
the said Robert then & there promised the s^d Paul
well & faithfully to do & perform to the said Paul
every matter & Thing in the foreited Agreement on
the Part of said Robert to be done & performed betw
said Paul then afterwards to wit the same Day &
Year in consideration of the Promises undertook &
faithfully Promised to the said Robert that he the
said Paul would well & faithfully do & perform to the
said Robert every Article matter & Thing on the Part
of him the said Paul according to the foreited Agree-
ment to be done & performed according to the true in-
tent & meaning of the same and the said Robert
in Fact says that trusting to & relying on the said
Promises & assumption of the said Paul he the s^d
Robert did accordingly then & there enlist himself
a Soldier during the War aforesaid & as such Soldier
did serve in the Regiment aforesaid without being
discharged untill the same first Day of January aforesaid
and that afterwards to wit ~~said Northampton~~ on
the second Day of the same January the same War
having never ended & the same Regiment remain-
ing in Service the said Robert gave Notice ^{there of} to the s^d
Paul, to wit, at ^{said} Northampton & then & there
the said Paul to take the Place of the said Robert

Conkey
Hayer-

in the War & in the Regiment aforesaid according
to his said Promise in & in the said Paul at the
at the Time aforesaid & often since he was thereto
requested hath never taken the Place of the said
Robert in the War & in the Regiment aforesaid nor an
way performed his apumtion aforesaid by means
whereof the said Robert has been forced to remain
in the War and do service as a Soldier for a long
Time since the same first Day of January & has
likewise been forced to expend large Sums of
Money to hire & procure a Soldier to serve for him
in said Regiment during the same War which the
said Robert says has never ended & is not likely
to end for many Years to come all which is
to the Damage of the said Robert the Sum of
three Hundred Pounds lawful Money The
Duf appears by Simon & Caleb Strong Esq^r his att^r &
the Dish by John & William Esq^r his att^r comes
depends & and for Plea says he ~~never~~ never promised in
Manner & Form as in the Declaration against him is
alleged & thereof for Trial puts himself on the
Country - and the said Robert likewise in
Whereupon the Jurors of the Jury according to the Form
and Effect of the Statute in such Case made & provided
at this Time returned & impanelled being like
wise ^{demanded} come here who to say the Truth concerning
the Premises being duly sworn declare upon their
Oaths by Aidad Abord their Foreman that they
find the Defendant guilty & assess Damages for the Def^t
at one hundred Pounds lawful Money in Therefore
it is considered by the Court that the said Robert do
recover against the said Paul one hundred Pound
Damages & Costs of Court taxed at £

Whereupon the said Paul by John Chester Williams
Esq^r his att^r comes into Court & appeals from the
Judgement of this Court to the supreme Judicial
Court to be holden at Northampton in & for the
County of Hampshire on the last Tuesday of April
next & he recognizes with sureties as this as the La
directs for his prosecuting said appeal with Effect
as by said Recognizance on File does appear in

Samuel Bottward of Amherst in the County of
Hampshire Yeoman. J. C. M. Lyman Yeoman and
Charles Clap Yeoman both of Northampton in

Northampton
No 29m

Bulthwaite
Lymington

the County of Hampshire begun in a Plea of
the Case for Misdemeanor, where at Northampton
aforesaid on the second Day of August last past, a Dis-
cours was had between said Samuel & J^d Seth & Asahel
concerning the said Samuels selling & delivering to them
and Asahel an Oxen on the Credit & Security of
one Park Woodward for the Sum of Seventy Pounds in
lawful Money and of & concerning the said Samuels
trusting the J^d Park & taking his Promissory Note for
that Sum being the purchase Money of the same Oxen
Oxen, on which discourse being moved & had the said
Samuel doubting of the Estate & Ability of the said Park
and of his being able to pay him the J^d Sum & refusing
to sell or deliver the J^d Oxen to the said Seth & Asahel on
the Credit of the J^d Park, or to receive his Note or Secu-
rity therefor unless the said Seth & Asahel would also
undertake for the payment thereof & make themselves
chargable with the same in case the J^d Park should
neglect to make payment thereof by the End of one
month then next following; they the said Seth & Asahel
in order to induce the said Samuel to sell and
deliver the same Oxen to them & to except of the
promissory Note or promise in writing, of the said
Park and to assure him of the Payment of the said
Sum of Seventy Pounds in Case the said Park should
be unable or fail or neglect to pay the same within
the Term aforesaid, then & there undertook & faithfully
promised said Samuel that in Case he the J^d Samuel
would sell & deliver to them the same Oxen aforesaid
for the price aforesaid & except the Note Security or
writing Promissory of the said Park, therefor, & in Case
the said Park should not pay or content to him
the Contents of the same Note or Writing within
one month then next following that then they
the said Seth & Asahel the Contents ~~the Contents~~
of said note Security or writing Promissory would
pay to said Samuel at the End of the same Month
and said Samuel in Fact says that trusting to &
relying on the said Promise of the said Seth & Asahel
he did then & there to wit at Northampton aforesaid
on the Day & Year aforesaid sell & deliver to the said
Seth & Asahel the Oxen aforesaid & excepted the J^d
Note or Writing aforesaid of the J^d Park for the
Sum of Seventy Pounds therefore to wit for the Oxen aforesaid.

Bu. Ind. 11
Lyman & al

Also for that ~~the~~ whereas the said Samuel at said Northampton on the same Day & Year had sold & delivered to said Seth & Asabel seven other fat Oxen at their special Instance & Request & at their like Instance & Request had accepted a Note of Hand signed by one Park Woodward promising to said Samuel the Payment of Seventy Pound Lawful Money in Silver or Gold on Demand for the same fat Oxen, they the said Seth & Asabel then & there in Consideration thereof promised the said Samuel that they the said Seth & Asabel would warrant him the Money & would see him paid (meaning that they would pay or cause to be paid to him the said Samuel) the full Content of the same Note within one Month then next following. Also for that said Seth & Asabel at said Northampton on the same Day & Year promised to said Samuel that if he the said Samuel would sell & deliver them seven other fat Oxen for the sum of seventy Pounds Lawful Money in Silver or Gold & except therefor a Promissory Writing under the hand of one Park Woodward promising the said Samuel the Payment of the same Sum as aforesaid on Demand, then they the said Seth & Asabel would see him paid (meaning that they would pay or cause to be paid to him the said Samuel) the full Content of the same Note within one Month then next following. And the said Samuel trusting to their Promise aforesaid did then & there sell & deliver the same Oxen to the said Seth & Asabel for the Sum aforesaid & excepted the same promissory Note accordingly. - Also for that the said Seth & Asabel at said Northampton on the same Day & Year being indebted to said Samuel in the Sum of Seventy Pounds in Lawful Money for seven other fat Oxen by said Samuel to said Seth & Asabel at their special Instance & Request there before that Time sold & delivered; in consideration thereof then & there undertook & faithfully promised said Samuel to pay him the same Sum within one Month then next following & the said Samuel says that the said Park Woodward never paid the Content of his Note or writings Promissory above said or of any of them or any Part thereof or any way paid or contented to said Samuel the purchase Money of the Oxen above said or any of them or any Part thereof.

Buttwood
Lyman

whereof the said Samuel to the said Seth & Asahel on the fourth Day of September last past at Northampton aforesaid gave notice & then & there requested them to pay all & each of the Sums aforesaid according to all & each of their several Assumptions aforesaid - Yet the said the said Seth & Asahel not regarding their said Promises but intending the said Samuel in this behalf to deceive & defraud have never paid or caused to be paid to said Samuel the Contents of said Notes or either of them or any Penny thereof, nor any way performed either of their said Promises but unjustly neglect & refuse to do in whereby the said Samuel has been put to great trouble & Expence to the Damage of the said Samuel the Sum of three hundred Pounds Lawful Money - The Def appears by Simon Strong Esq^r his A M & the Defs by Caleb Strong Esq^r their A M & comes & defends & c and say that they never promised in Manner & Form as the Def hath alleged & thereof put themselves on the Country - and the Def likewise - Whereupon the Jurors of Jury according to the Form and Effect of the Statutes in such Case made & provided at the Time returned & impannelled being likewise demanded come here who to say the Truth & concern ing the premises being duly sworn declare upon their Oath by Medad Alvord their Foreman that the Defs ~~promised~~ ^{promised} in manner & Form as the said Samuel has alleged in his Declaration & as aforesaid Damages ^{for the Def} at Twenty five Pounds twelve shillings & six Pence Lawful Money - Therefore it is considered by the Court that the said Samuel do recover against the said Seth & Asahel twenty five Pounds twelve shillings & six Pence Lawful Money & Cost of Court taxed at - Whereupon the said Seth & Asahel by Caleb Strong Esq^r their A M & come into Court & appeal from the judgment of this Court to the Supreme Judicial Court to be holden at Northampton in and for the County of Hampshire on the last Tuesday of April next & he recognizes with sureties as the Law directs for his prosecuting said appeal with Costs as by said Recognizance and Certificate appear

Cook
Edson
No 30

Moses Cook of Amherst in the County of Hampshire Yeoman Def^t Jonathan Edson of Williamsburg in the County aforesaid Yeoman Def^r in a Plea of the Case for that the said Jonathan at ^{the} Northampton on the twenty seventh Day of December A D one thousand seven hundred & seventy by his Note for value received promised the said Moses to pay him the Sum of four Pounds & six Shilling in Lawful Money on Demand with Lawful Interest for the same till paid - yet the said Jonathan tho often requested has never paid the same or any Part thereof but neglects & refuses to do it to the Damage of the said Moses the Sum of thirteen Pounds Lawful Money The Def^r appears by Galib Strong Esq^r his Att^y & the Def^r tho three Times publickly called to come into Court makes default of appearance wherefore it is considered by the Court that the said Moses do recover against the Jonathan seven Pounds eleven Shillings & four Pence Lawful Money damages and Costs of Court taxed at £ 1. 10. 9 and thereof &c

Given in May 1st 1783

Smith
Belding
No 30. 2

Warham Smith of Hadley in the County of Hampshire Husband man Def^t Samuel Belding late of Hatfield in the County of Hampshire gent^l Executor of the last Will & Testament of Reuben Belding late of the same Hatfield deceased Def^r in a Plea of Trespass on the Case for that the said Reuben in his Lifetime to wit on the eighth Day of March in the Year of our Lord one thousand seven hundred & seventy two at Hatfield by his Note of Hand of that Date for value received promised the said Warham to pay him the Sum of one Pound eighteen Shillings Lawful Money on demand with Interest till paid - Also for that whereas the said Warham on the twenty second Day of March in Year last aforesaid at Hatfield aforesaid at the special Instance & Request of the said Reuben had sold & delivered to the said Reuben divers Good Wares & Merchandises & had also at like Instance Request of the said Reuben done & performed for the said Reuben divers Work Labour & Service in the Business of Journeying & Driving &c &c the said ~~Reuben~~ Reuben in consideration thereof afterwards in his Lifetime to wit the same Day Year & Place last aforesaid promised & agreed by and to the said Warham that he thereunto fully promised that he the said Reuben so much Money as the said Warham for the same Good Wares & Merchandises & for the said Work Labour & Service should reasonably deserve to have & the Lawful Interest thereof to the same Warham when thereto afterwards he should be requested well & fully would pay & content the said Warham in said ways that for the same Work Labo

Service Goods Ware & Merchandise he reasonably deserves 124
to have of the said Reuben the Sum of fifty four Pounds
fifteen Shillings lawful Money & that of the said Warham there
afterwards the same Day gave Notice to the said Reuben also
for that the said Reuben at Watfield aforesaid on the same Party
second Day of March in the Year last aforesaid was indebted to
the said Warham in the Sum of sixty nine Pounds lawful Mo-
ney ^{for so much Money} by the said Reuben to the use of the said Warham before then
had & received & being so therein indebted the said Reuben in con-
sideration thereof afterwards in his Lifetime to wit the same Day
Year & Place aforesaid on himself & to the said Warham then and
there faithfully Promised that he the said Reuben should
Sum of sixty nine Pounds to the same Warham when he
should be thereto afterwards required well & faithfully would
pay & content. Yet the said Reuben in his Lifetime & the
the said Samuel after the Death of the said Reuben have
not paid the Contents of the said Note or either of the Sums
aforesaid or any Part of either of them to the said Warham
or any way contented him therefor at the the said Reuben in
his Lifetime & the said Samuel after the Death of the said
Reuben was often thereto requested but refused & neglected
and the said still unjustly neglects to do it in To the
Damage of the said Warham the Sum of one hundred & twen-
ty Pounds lawful Money. The Duf appears by Testi-
mony of Strong Esq^r his Att^y & Deft by John Chester William Esq^r
his Att^y comes & defends & and for Plea says the said
Reuben the Signator never promised in Manner & Form
as the said Warham in the several counts in the within
Declaration against him has alleged & thereof for Trial puts
himself on the Country - and the Duf likewise -

The Jury being imparialed to try the Issue, the said
Warham agrees to pay their halfe thereof, and the said Parties
now agree to refer this Action and all Demands between the
the said Warham & the said Samuel in his said capacity
excepting any Demands touching the execution of the
last Will of said Reuben to Oliver Partridge Esq^r Reg^r
Woodbridge Esq^r & Mr Oliver Smith the Award of them
or any two of them to be final. And the said Warham
and Samuel here in Court in their proper Persons
agree to submit & refer all Demands which they have
against each other in their own private capacity to the
Award & final Determination of Oliver Partridge Esq^r Reg^r
Woodbridge Esq^r & Mr Oliver Smith & that a separate
Exp^{ts} shall issue for the same as directed by the said Duf
hereupon & pray that this Agreement may be made a Rule
of Court. And the said Parties have Day here continuing
by until the Third Tuesday of May next

Clearer Bishop of Hartford in the County of Windsor &
 State of Vermont Yeoman Appellant vs Jacob Bliss of
 Monson in the County of Hampshire Yeoman
 Appellee from the Judgement of Abner Morgan &
 at a Trial before him at Brimfield on Friday
 the tenth Day of January one thousand seven hundred
 and eighty two when & where the said Jacob was Def
 and the said Clearer Defn in a Plea of the Case for that
 the said Jacob at Brimfield on the seventeenth
 Day of June A.D. 1776 being justly indebted to the
 Clearer in the Sum of thirty seven Shillings for labour
 done according to the account ~~by~~ ^{which} annexed to the
 said Jacob in consideration thereof assumed on him
 self and promised the said Clearer to pay him the
 Sum of ten Shillings. Also for that whereas at said Brim
 field afterwards the same Day the said Jacob in consi
 deration ~~thereof~~ that the said Clearer had at his spe
 cial instance & Request then & there done & performed
 certain Service & Labour other than those in the account
 aforementioned he the said Jacob then & there assumed
 on himself & to the said Clearer faithfully promised
 that he said Jacob so much Money as the said Service
 and Labour at the time of doing & performing the same
 was reasonably worth to the said Clearer whereas he
 should be there to reasonably he the said Jacob would
 and truly pay & content which Labor & Service were well
 worth other thirty seven Shillings of which the said Jacob
 then & there instantly had Notice yet the said Jacob
 the after thereto requested hath never paid the same nor any
 Part thereof but wholly & unjustly neglected to do so To
 the Damages the said Clearer the Sum of forty Shil
 lings Lawfull Money. ~~And the said Jacob comes & dep~~
~~the favor & injury when he and for the said says to enter~~
~~his Declaration against him both at the said Court & the said~~
~~trial and himself on the Court and the said Clearer~~
~~sick with him thereon the said and allegations of the~~
~~of the said Clearer & Jacob are duly heard & considered by~~
~~the Court & it appears to the said Court that the~~
~~the said Jacob promised the said Clearer in manner & form~~
~~in his Declaration to the Whoreupon & wa~~
 ordered by the said Justice that the said Clearer
 recover against the said Jacob the Sum of one
 Pound seven ten Shillings & Costs suit taxed at 10. 10. 0
 And now at this Time the said Jacob appears in his own Person to
 prosecute his said Appeal and the said Clearer being there
 publicly called to come into Court makes Default of appearance

And — Wherefore it is considered by the Court that the Judgment 125
a fourth of the said Justice be reversed, and that the said
Jacob do recover against the said Cleaver his Costs for defending the
Suit of the said Cleaver taxed at
and then of &c

Henry
Biddings
N^o 32

Josiah Henry of ^{in the County of Hampshire}
shire ^{Peper Benjamin Biddings Jun^r of}

in a Plea &c, as in a Warrant for the same
The Plea being now three times publicly called is Non
suit, and the Debt defaulted and the Action
is dismissed

Pepper
Stone
N^o 33

Isaac Pepper of Ware in the County of Hampshire Yeoman
man Plea is Amos Stone of Grantham in the same
County of Hampshire Yeoman Deft, in a Plea of the
Case for that the said Amos at Northampton on the
Seventeenth Day of May one Thousand seven hundred &
eighty one by his promissory Note in writing under
his Hand of the 1st Date for value received promised the
said Isaac to pay him or his order the Sum of two Pounds
eleven Shillings & two Pence lawful Money to be paid with
in one Year from the Date with Interest till paid —
yet the said Amos tho. often requested hath not paid
the same but unjustly neglected to do so — So the Dam
age of the said Isaac the Sum of five Pounds
The Plea appears by Abner Morgan Esq. his 24th of the 1st
tho three times called to come into Court makes default
of appearance here wherefore it is considered by the Court
that the said Isaac do recover against the said Amos two
Pounds four Shillings & eight Pence lawful Money & mag^{ts}
cost of Court taxed at £1.9.4 in and thereof

Exon^{is} April 29 1783

James
Thompson
N^o 34

Jonathan James of Brimfield in the County of Hampshire Cordwainer, Def^t & James Thompson of Brimfield in the County of Hampshire Yeoman Def^r in a Plea of the Case for that whereas the said James at Brimfield on the eleventh Day of November in the Year of our Lord one thousand seven hundred & seventy four by his Note under his hand of that Date for value received promised on Jonathan Thompson to pay him or his order the sum of four Pounds fourteen Shillings & three Pence lawful money on demand with interest till paid and the said Jonathan Thompson aforesaid on the same Day by his indorsement on said Note for value received ordered the Content thereof then unpaid to be paid to the Def^t on demand of which he then afterwards on the same Day gave the said James notice whereby the said James became liable to pay said Contents to the Def^t and then & there in consideration thereof promised the said Jonathan James to pay him said Contents accordingly - Yet the said James the often requested hath not paid to the said Jonathan James said Sum nor said interest but neglects it to the Damage of the said Jonathan James the Sum of ten Pounds. The Def^t appears by Abner Morgan Esq^r his A^{tt}y & the Def^r the three Times called to come into Court make default of appearance here - Whereupon it is considered by the Court that the said Jonathan James recover against the said James three Pounds & six Pence lawful Money Damages & Cost of Court taxed at £1.17.2 and thereof &c.

Bridgham
Hovey
N^o 35

James Bridgham of Bapton in the County of Suffolk Esq^r Def^t & Solomon Hovey of South Brimfield in the County of Hampshire Yeoman Def^r in a Plea of the Case for that whereas the said Solomon at South Brimfield on the sixteenth Day of August in the Year of our Lord one thousand seven hundred & eighty one by his Note under his hand of that Date for value received promised the said James to pay him the Sum of ten Pounds lawful Money on demand with interest till paid - Yet the said Solomon the often requested hath not paid to the said James said Sum nor said interest but neglects it to the Damage of the said James the Sum of twenty Pounds lawful Money. The Def^t appears by Abner Morgan Esq^r his A^{tt}y & the Def^r the three Times called to come into Court make default of appearance here - It is therefore considered by the Court that the said James do recover against the said Solomon ten Pounds eighteen Shilling lawful Money Damages & Cost of Court taxed at £2.16.10 and thereof &c.

Exon ip^s

Newell
vs
Stone
No 36

Timothy Newell of Starbridge in the County of
Worcester, Esq^r vs Thomas Stone of Brimfield in the
County of Hampshire Laborer. D^{fn} in Dec^r of the Case
for that whereas the said Thomas at said Brimfield on
the twenty fifth Day of March in the Year of our Lord
one thousand seven hundred & seventy six by his Note
under his Hand of that Date for value received pro
mised the said Timothy to pay him or his order the
Sum of eleven Pounds one shilling & three Pence lawful
Money on Demand with & with Interest till paid
yet the said Thomas the often requested hath not
paid to the said Timothy said Sum nor said Interest
but neglects it. To the Damage of the said
Timothy the Sum of twenty five Pounds lawful
Money. The D^{ef} appears by Abner Morgan Esq^r
his A^{vy} & the D^{fn} tho^{tho} three Times called to come
into Court makes default of appearance here
wherefore it is considered by the Court that the said
Timothy do recover against the said Thomas fifteen
Pounds thirteen Shillings & four Pence lawful Money
Damages & Cost of Court taxed at £1.10.2
and thereof &c. Ex^o cor^o i^o April 30. 1783

Fay
vs
Hannum
No 37

Judge Fay of Brimfield in the County of Hamp
shire Yeoman D^{ef} vs Caleb Hannum of Belchertown
in the County aforesaid Yeoman D^{fn} in a Dec^r of the
Case for that whereas the said Caleb at said Belchertown
on the nineteenth Day of July in the Year of our
Lord one thousand seven hundred & eighty one by his
Note under his hand of that Date for value received
promised one Elisha Warner to pay him or order
the Sum of seventeen Bushels of Rice of the value
of five Pounds lawful Money by the first of March
next (meaning the first of March next following
the Date of said Note) with Interest till paid
and the said Elisha there afterwards to wit on the
first Day of April following by his indorsement on
said Note for value received ordered the Contents of the same
Note then unpaid to be paid to the D^{ef} whereof the
said Caleb had due notice & thereupon became chargeable
to pay said Contents to the Pl^{ff} on Demand & there
in consideration thereof promised the D^{ef} to pay him
Contents accordingly yet the said Caleb the often reques
ted hath not paid to the D^{ef} said Rice altho^{tho} the D^{ef} hath
been always ready at his dwelling house in^d Brimfield

to receive the same nor hath he any ways paid or satisfied
him thereon but neglects & refuses to do it - to the
Damage of the said Jude the Sum of fifteen Pounds Lawful
Money - The ^{Jury} bearing now three Times publicly called to
come into ^{Court} is Nonsuit & the Defr by John C. Williams Esq.
his Att^y acknowledges Satisfaction in full of all Costs

Bridgham James Bridgham of Boston in the County of Suffolk
Esq^r vs Jabez Keep of Monson in the County of Hamp
shire Yeoman Defr In a Plea of the Case for that whereas
the said Jabez at said Monson on the twentieth Day of
May last past by his Note under his hand of that Date
for value received promised the said James to pay him
the Sum of twelve Pounds seventeen Shillings ^{& four Pence} Lawful Mo
ney on demand with Interest till Paid - Yet the
said Jabez tho often requested hath not paid to the said James
said Sum nor ^{Interest} but neglects it - To the Du
mage of the said James the Sum of twenty Pounds Lawful
Money - The Defr appears by Abner Morgan Esq^r his Att^y &
the Defr tho three Times called to come into Court make
default of appearance here - Therefore it is considered by
the Court that the said James do recover against the
said Jabez thirteen Pounds eight Shillings & seven Pence
Lawful Money Damages & Cost of Court taxed at £2.16.10
and thereof &c. - Exon ip^s Feb 26. 1783.

W. Mardall Katharine Willard widow & Samuel Ward Gen^l both of Lancia
ster in the County of Worcester Sup^r vs William Stacy Gen^l
Stacy & al William King Gen^l & Moses Stebbins Yeoman all of Wilbra
ham in the County of Hampshire Defrs in a Plea of the
Case for that whereas the said Wm Stacy Wm King & Moses
Stebbins at said Wilbraham on the fifth Day of Nov^r
in the Year of our Lord one thousand seven hundred & eight
one by their Note under their hands of that Date for value
received jointly & severally promised the said Katharine
and Samuel to pay them or their order the Sum of two
hundred & twenty four Pounds fifteen Shillings Lawful Silve
r Money on demand with Lawful Interest for the same
till paid - Yet the said Wm Stacy Wm King & Moses Stebbins
tho often requested have not nor hath either of them paid
to the said Katharine & Samuel or either of them said Sum
nor ^{Interest} but neglects it - To the Damage of the said
Katharine & Samuel the Sum of three hundred Pounds
The Defr appears by Abner Morgan their Att^y & the Defrs tho three Times
called to come into Court make default of appearance here - Therefore
it is considered by the Court that the Defs do recover against the Defrs two
hundred & thirty three Pounds fifteen Shillings & seven Pence Lawful Money
Damages & Cost of Court taxed at £2.10.4 and thereof &c.

Migbills
Torrey
No 40

127
Aaron Migbills of Brimfield in our County of
Hampshire Gent^r vs John Torrey of Springfield
in our County of Hampshire Gent^r otherwise in Red John
Torrey of Boston in our County of Suffolk Gent^r Def^r in a
Plea of the Case for that whereas the said John at said Springfield
on the fifth Day of September seventeen hundred & eighty one
in consideration that the said Aaron had before that time at the
special Instance & Request of the said John carried & transported
from Springfield to Glaverac eight & eleven loads of
Continental Money, he the said John undertook & then & there faithfully
promised the said Aaron to pay him therefor on demand
two shillings & six Pence per Mile for every load so transported
as aforesaid from Springfield to Glaverac & one shilling &
three Pence per mile for every load as aforesaid from Brimfield to
Springfield twenty five Miles, nine Pounds eleven shillings &
ten Pence for his the said Aaron's Time Trouble & Expence in pro-
curing & carrying in carrying & conducting & storing from
Springfield to Glaverac amounting in the whole to the sum
of one Hundred & thirty six Pounds fifteen shillings & seven
Pence lawful Money. Yet the said John tho. after requested
 hath not paid to the said Aaron the last mentioned sum but
neglects it to the Damage of the said Aaron the sum of one
hundred & twenty Pounds. The Parties severally appear
and agree to have this Case continued to the next Term
Therefore it is considered by the Court that the said Parties have
Day here untill the third Tuesday of May next

Earl
Bent & al
No 41

Reuben Earl of Brimfield in the County of Hampshire
vs Rufus Bent of Innholder & Nathan
Head Yeoman both of Sudbury in the County of Middlesex
Def^r in a Plea of of the Case for that whereas the said Ru-
fus & Nathan at said Brimfield on the twenty ninth Day
of September in the Year of our Lord one thousand seven
hundred & eighty one by their Vote under their Hand
of that Date for value received jointly & severally pro-
mised the said Reuben to pay him or his order the sum of
sixty Spanish Milled Dollars (meaning eighteen Pounds
lawful Money) within three Months (meaning within
three Months from the Date of said Vote with Interest
paid on yet the said Rufus & Nathan tho. after requested
have not nor either of them paid to the said Reuben
said sum nor said Interest but neglects it to the
Damage of the said Reuben the sum of thirty Pounds.
The Def^r appears by Abner Morgan Esq^r his Atty^r; the
Def^r tho. three Times called to come into Court
make default & appearance. Therefore
it is considered by the Court that the said Reuben
do recover against the said Rufus & Nathan the
sum of seventeen Pounds four shillings & nine Pence
lawful Money Damages & Cost of Court taxed at
£2-6-10 and thereof Leon Esq^r April 30 1783

Vinton Pelatiah Vinton of Monson in the County of Hampshire
vs
Bliss Jacob Bliss of the same Monson in the
No 42 County aforesaid Yeoman Defendant in a Plea of the Case for
that the said Jacob at said Monson on the first unth Day
of August last past by his Note under his hand of that
Date for value received promised to pay to the said
Pelatiah sixteen bushels & one third of a Bushel of Rye
of the value of Pounds ten Shillings to be paid the fif
teenth Day of October (meaning the first unth Day of Oct^r
next after the Date of said Note) with Interest & till paid
yet the said Jacob tho often requested hath not paid or
delivered said Rye to the said Pelatiah altho the said
Pelatiah has been always ready at his dwelling House
in said Monson to receive the same nor hath he any
ways paid or satisfied him therefor but neglects & refuses
so to do to the Damage of the said Pelatiah the Sum
of ten Pounds lawful Money. The Puf appears by
Abner Morgan Esq^r his AWT & the Deft the three
Times called to come into Court makes default of ap
pearance here. Wherefore it is considered by the
Court that the said Pelatiah do recover against the
said Jacob the Sum of three Pounds two Shillings & sixteen
lawful Money & Costs of Court taxed at £1.10.2
and thereof &c. Exon ip^d April 30 1780

Fairbanks Eleazer Fairbanks of Brimfield in the County of Hamp
vs
Palmer Ebenezer Palmer of Northampton
No 43 County aforesaid Yeoman Defendant in a Plea of the Case
for that whereas the said Ebenezer at said Brimfield
on the first Day of Dec^r in the Year of Lord one thou
sand seven hundred eighty one by his Note under his hand
of that Date for value received promised the said Eleaz
to pay him or his order sixty Pounds three Shillings law
ful Money within one year from the Date hereof mean
ing from the Date of said Note with Interest till paid
yet the said Ebenezer tho often requested hath not
paid to the said Eleazer said Sum nor said Interest bu
neglects it to the Damage of the said Eleazer the
Sum of one hundred Pounds lawful Money.
The Puf appears by Abner Morgan Esq^r his AWT & the Deft the
three Times called to come into Court makes default of ap
pearance here. It is therefore considered by the Court
that the said Eleazer do recover against the said Ebenezer
sixty four Pounds ten Shillings lawful Money & Costs of Court
taxed at £1.15.8 & thereof &c. Exon ip^d Apr^l 3-1780

Bridgman
Howe
No 44

James Bridgman of Boston in the County of Suffolk
Esq. vs Moses Howe of Belcherstown in the County of
Hampshire Jentth Depth in a Plea of the Case for that whereas
the said Moses at said Belcherstown on the thirty first Day
of Dec^r last past was justly indebted to the said James in
the Sum of Eight Pounds sixteen Shillings & three Pence
according to the account hereto annexed & to balance the
same he the said Moses then & there in consideration
thereof promised the said James to pay him the same
Sum on demand also for that the said Moses at Bel
cherstown ~~forwards~~ afterwards to wit on the same thirty first
Day of Dec^r aforesaid in consideration that the said James
had at the special Instance & request of the said Moses
before that Time sold & delivered to the said Moses
divers Goods Wares & Merchandizes other than those
mentioned in the account hereto annexed he the said
Moses assumed ~~upon~~ ^{on} himself & to the said James then
and there faithfully promised to pay him therefor
on demand so much Money as the same Goods Wares
and Merchandizes last mentioned were reasonably worth
and the said James in fact says the said Goods Wares
and Merchandizes ^{last mentioned} were reasonably worth one other Sum
of fourteen Pounds five Shillings & six Pence of which
the said Moses then afterwards on the same Day had
Notice yet the said Moses who often requested that
not paid to the said James either of said Sums but
neglects to do it to the damage of the said James the
Sum of twenty Pounds lawful Money
The Parties severally appearing and a motion of the
Def^t ~~it is~~ agreed that this Case be continued to the
next Term It is therefore considered by the Court
that they have Day here until the third Tuesday
of May next

Carroll
Hoits
No 45

Reuben Earl of Brimfield in the County of Hamp
shire silver Smith vs Robert Hoik of New Braintree
in the County of Worcester House Carpenter Depth in
a Plea of the Case for that whereas for that the said Robert
at said Brimfield on the eleventh Day of March in the
Year of Lord one Thousand seven hundred & eighty
by his Note under his hand of the 1st of February
received promised the said Reuben to pay him in paper
Money equivalent or order eight hundred Dollars & two Pounds
eight Shilling lawful Money in one year from the
Date hereof meaning from the Date of said Note with

Curll
Hobbs

use till paid meaning Interest till paid
yet the said Robert tho often requested hath not
paid to the said Keuben said Sum nor said Interest
but neglects it - To the Damage of the said Keuben
the sum of Ten Pounds Lawful Money - The
Juf appears by Abner Morgan Esq^r his ATT & the Deft
tho three Times called to come into Court make
default of appearance here - It is therefore con-
sidered by the Court that the said Keuben do recover
against the said Robert two Pounds thirteen shil-
lings & six Pence Lawful Money Damages & Costs of
Court taxed at £. 16 - ~~the~~ of 40 - Exon ip. Feb 26-1780.

Newell
Hard
• N^o 46

Timothy Newell of Sturbridge in the County of
Horseftr Esq^r Juf - vs Uriah Ward of Monfion in the
County of Hampshire Yeoman Deft in a Plea of the
Case for that whereas the said Uriah at said Monfion on
the twenty second Day of Dec^r in the Year of our Lord
thousand seven hundred & seventy four by his Note
under his hand of that Date for value received prom-
ised the said Timothy to pay him or his order the
Sum of two Pounds ten Shillings & eight Pence on dem-
and with Interest till paid - yet the said Uriah tho
often requested hath not paid to the said Timothy
Sum nor said Interest but neglects it - To the Damage
of the said Timothy the sum of fifteen Pounds Law-
ful Money - The Juf appears by Abner Morgan Esq^r
his ATT & the Deft tho three Times called to come in
to Court make default of appearance here -
Wherefore it is considered by the Court that the said
Timothy do recover against the said Uriah the Sum
of three Pounds fifteen Shillings & one Penny Law-
ful Money Damages & Costs of Court taxed at one
Pound eighteen Shillings & ten Pence - ~~the~~ of 40
Exon ip. Feb 26-1783.

Bridgman
Robert
• N^o 47

James Bridgman of Botton in the County of Suffolk
Esq^r Juf - vs Isaac Robert of the Palmer in the County of
Hampshire Laborer Deft in a Plea of the Case for that
whereas the said Isaac at said Palmer on the first Day
of January Instant was justly Indebted to the said James
in the sum of four Pounds eight Shillings & two Pence
according to the account hereto annexed by the said Isaac
then & there in consideration thereof promised the said
James to pay him the same Sum on demand - Also for
that the said Isaac afterwards to wit on the same first

Bridgman
Roberts

129

Day of January aforesaid at Palmer aforesaid in consideration that the said James had before that Time at the special Instance & request of the said Robert sold & delivered to the said Robert divers good Ware & Merchandise other than before mentioned to the said Isaac then & there in consideration thereof promised the said James to pay him therefor on demand so much Money as the same good Ware & Merchandise were reasonably worth & the said James in fact says these Goods were reasonably worth one other Sum of four Pounds eight Shillings & two Pence Lawful Money of the he there afterwards gave to the said Isaac Notice & yet the said Isaac tho often requested hath not paid to the said James either of said Sums but neglects to do it - To the Damage of the said James the Sum of fifteen Pounds Lawful Money - The Puf appears by Abner Morgan Esq^r his Att^y & the D^y tho three times called to come into Court makes default of appearance here - Therefore it is considered by the Court that the said James do recover against the said Isaac four Pounds, eight Shillings & two Pence Lawful Money Damages & Cost of Court taxed at £ 2, 15-2 - & therey^e Ex con J^d Feb. 26-1783

Leach
Robinson
N^o 10^m

Ebenezer Leach of Killingly in the County of Windham and State of Connecticut Yeoman Puf is William Robinson of Hampton in the County of Hampshire County Deft. in a Plea of Case for that whereas the said Will^m Leach at Killingly to wit a Monson aforesaid on the thirtieth Day of Decem^r in the Year of our Lord one thousand seven hundred & eighty by his Note under his hand of that Date for value received promised the said Ebenezer to pay him the sum of forty Spanish Milled Dollars (meaning twenty Pounds Lawful Money) within sixteen Months from the Date hereof (meaning from the Date of this Note) with Interest till Paid - yet the said William tho often requested hath not paid to the said Ebenezer said Sum nor said Interest but neglects to do it - To the Damage of the said Ebenezer the Sum of twenty five Pounds Lawful Money - The Puf appears by Abner Morgan Esq^r his Att^y & the D^y tho three times called to come into Court make

Leach
"Robertson

default of appearance here in. It is therefore considered by the Court that the said Ebenezer do recover against the said William the Sum of thirty Pounds ten shillings & seven Pence Lawful Money and Costs of Court taxed at £1.19.0 and there of &c.

Exon ift Feb 22 1780

Moor
"Durke
N^o 49

John Moor of Union in the County of Windham & State of Connecticut Yeoman Def^t v Robert Durke of South Brimfield in the County of Hampshire Farmer Def^t in a Plea of Case for that whereas the said Robert at said South Brimfield on the twenty second Day of March in the Year of our Lord one thousand seven Hundred & seventy four by his Note under his hand of that Date for value received promised the said John to pay him the Sum of once Pound seven shillings & ten Pence Lawful Money on demand with Interest till Paid in. Yet the said Robert tho oft in requested hath not paid to the said John ^{to the damage of the said John ten Pounds} nor said Interest but neglects it. The Def^t appears by Abner Morgan Esq^r his Att^y & the Def^t tho three Times called to come into Court make default of appearance here in. Therefore it is considered by the Court the said John do recover against the said Robert two Pounds seven shillings & ten pence Lawful Money Damages & Costs of Court taxed at £1.19.2. Whereupon the John by Dwight Foster Esq^r his Att^y comes into Court & appeals from the judgement of this Court to the Supreme Judicial Court to holden at Northampton in & for the County of Hampshire on the Tuesday of April next & he recognizes with Sureties as the Law directs for his prosecuting said appeal with Effects as by said Recognition on File do appear.

M^r. Mitchell
"Smith
N^o 50

Robert M^r. Mitchell of Palmer in the County of Hampshire Black-Smith Def^t v Patrick Smith of Palmer aforesaid Husbandman Def^t in a Plea of the Case for that whereas the said Patrick at said Palmer on the twenty third Day of May last past by his Note under his hand of that Date for value received promised one Patrick M^r. Mitchell to pay him or his order the Sum of four Pounds twelve Shillings & six Pence Lawful Money on demand with Interest till paid & the said Patrick Smith then afterwards on the same Day by his Indorsement on the back of the Note for value received ordered the Contents of the same Note then unpaid to be paid to the said Robert, whereof the said Patrick Smith had due Notice and thereupon became chargeable to

pay said contents to the Def on demand & then
there in consideration thereof promised the Def to
pay him said contents accordingly - Yet the said Patrick
Smith tho often requested hath not paid to the said
Robert the contents of said but neglects & refuses to
do it - To the Damage of the said Robert the Sum of
nine Pounds lawful Money - The Def appears
by Abner Morgan Esq^r his Att^y & the Defr tho threatened
called to come into Court makes default of appearance
herein - Therefore it is considered by the Court that
the said Robert M^r Mitchell do recover against
the said Patrick Smith four Pounds sixteen Shil-
lings & five Pence lawful Money & Cost of Court
taxed at £1.11.7 - & thereof Exon ip^t Mar 1st 1703

David King of Westfield in the County of Hampshire
Yeoman Def is Gideon King of New Lebanon in the
County of Albany & State of New York in a Case of the
Case for that the said Gideon at said New Lebanon, to
wit, at said Westfield on the twenty second Day of
September in the Year of our Lord one thousand
seven hundred & eighty one by his promissory Note
in writing under his hand of that Date for value
received promised the said David to pay him the
just Sum of thirty Pounds lawful Money in Silver
or Gold equal or Flower or Wheat at Cash Price equal
as I (meaning the said David) can buy for Cash price
upon demand with Interest (meaning lawful Inter-
est) for the same till paid - And the said David
says he has been always ready to receive the said
Flower or Wheat - Yet the said Gideon tho often
requested hath never paid the said David the said
Sum in Silver or Gold or in Wheat or Flower or
any ways fulfilled his said promise to said David
but unjustly neglects & refuses to do it - To the da-
mage of the said David the Sum of fifty Pounds -
The Def appears by Samuel Fowler Esq^r his Att^y and the Defr
tho three times called to come into Court makes default of
appearance herein - It is therefore considered by the Court that
the said David do recover against the said Gideon thirty two Pounds
eleven Shillings lawful Money Damages & Cost of Court
taxed at £1.11.9 - and thereof Exon ip^t Mar 3rd 1703

King
King
No 51

Hiscock
vs
Sham
No 52

William Hiscock of Westfield in the County of
Hampshire Yeoman Def is John Sham of War-
ington in the County Berkshire Yeoman Def in
Plea of the Case for that the said John at Westfield
on the fifteenth Day of Feb^r last past by his pro-
misory Note in writing under his hand of that
Date for value received promised the said William
to pay him or order Three Pounds five Shillings
six Pence in hard Money on demand with Lawful
Interest for the same till paid. Yet the said John
tho often requested hath never paid the said William
the same but unjustly neglects & refuses to do so
to Damage of the said William the Sum of seven Pounds
Lawful Money. The Def appears by Sam^l Fowler
Gen^l his Att^y & the Def^s tho three Times publicly
called to come into Court makes default of ap-
pearance here. Therefore it is considered by the
Court the said William do recover against the
said John three Pounds nine Shillings & five Pence
Lawful Money Damages & Cost of Court taxed at
£1. 13. 7 & thereof &c. Given at March 3^d 1783

Rook
vs
Bagg
No 53

Martin Rook of Westfield in the County of Hamph^r.
Yeoman Def is Phineas Bagg of Pittfield in the
County of Berkshire Yeoman Def in a Plea of the
Case for that the said Phineas at said Westfield on
the twenty seventh Day of February in the Year of
our Lord one thousand seven hundred & eighty two
by his promisory Note in writing under his hand
that Date for value received promised the said
Martin to pay him the Sum of eight Pounds and
fourteen Shillings Lawful Money at or before
the fifth Day of April then next ensuing the Da-
te of said Note with Lawful Interest for the same
till paid. Yet the said Phineas tho often re-
quested & time of payment being since passed he
never paid the said Martin the same but unjust-
ly neglects to do so. To the Damage of the said
Martin the Sum of eight Pounds Lawful Money.
The Parties severally appear & agree that this Case
be continued to the next Term of Judgement there
be final. It is considered by the Court that they have Day
untill the third Tuesday of May next.

Campbell Thomas Campbell of Southwick in the County of
 is Hampshire Yeoman Def is Jacob Cornish of Washing
 Cornish ton in the County of Berkshire gent^l Def in a Plea
 No 64 in of the Case for that the said Jacob a said Southwick on the
 twenty seventh Day of February in the Year of our Lord one
 thousand seven hundred & seventy four by his Note of
 hand in writing of that Date for value received promised
 the said Thomas to pay four Pounds & six shillings
 lawful Money by the last Day of April then next ensuing
 the Date of said Note with Interest for the same from
 time of payment till also for that the said Jacob at
 said Southwick on the last Day of December last past being
 justly indebted to the said Thomas in the Sum of fifty
 Shillings & eight Pence for a Hire & Service before that
 Time made & served upon the said Jacob in consider
 ation thereof the said Jacob then & there promised the
 said Thomas to pay him the same on Demand &
 yet the said Jacob tho often requested & time of pay
 ment long since elapsed hath never paid the said
 Thomas the aforesaid Sum or interest of them but
 unjustly neglects it - To the Damage of the said Thom
 the Sum of ten Pounds - The Parties severally
 appear & agree that this Case be continued with
 out Cost at the next Term - Wherefore it is con
 sidered by the Court that the said Parties have
 Day here untill the third Tuesday of May next

Publer James Publer of Pelham in the County of Hamp
 is shire Yeoman Def is Hzekiah Smith of Belchertown
 No 55 in in the County aforesaid Yeoman Def in a Plea of the
 Case for that whereas said Hzekiah a said Pelham
 on the fourteenth Day of January one thousand seven
 hundred & seventy seven by his Note of that Date for
 value received promised the said James to pay him
 nine Pounds in lawful Money on or before the four
 tenth Day of July (meaning July then next) with
 lawful Interest from & after said time of payment
 till paid - Yet the said Hzekiah tho often requested
 hath never paid the same or any part thereof but
 neglects & refuses to do it - To the Damage of the
 said James the Sum of fifteen Pounds - The Parties sever
 ally appear & on a Motion of the Def^r agree that
 this Case be continued - It is considered by the Court that they
 have Day here untill the third Tuesday of May next

Bush
is
hook
No 56

Zachariah Bush Jun^r of Westfield in the County
Hampshire Gent^l vs Aaron Root Jun^r of Suffield
in the County of Berkshire Yeoman Def^t in the
Plea of the Case for that the said Aaron at said West-
field on the last Day of December last past being
justly indebted to the said Zachariah in the Sum
three Pounds & eleven Shillings lawful Money to balance
Accounts of the Sale of Rum before that time sold
to the said Aaron by said Zachariah in consideration
thereof the said Aaron promised the said Zachariah
pay him the same Sum on Demand. Also for
that the said Aaron Root Jun^r at Westfield on the
same last Day of December last past in considera-
tion that the said Zachariah Bush Jun^r had before
that time at the special Instance & request of the
said Aaron sold & delivered to him seventeen & a
half Gallons of West India Rum together with a Keg
containing the same he the said Aaron then &
there assumed on himself & to the said Zachar-
iah faithfully promised to pay & content him thereof
so much Money whenever afterwards he should
there to require, as the same Money last mentioned
and Keg at the time of Sale & Delivery were rea-
sonably worth & the said Zachariah says the said
Rum at the time of sale & delivery was reasonably
worth another Sum of Seven Pounds & three Shillings
of which he gave said Aaron Notice then the same
Day & afterwards he paid to the said Zachariah three Pounds
& sixteen Shillings part of said Sum. Yet the said
Aaron the often requested hath never paid the said
Zachariah the remainder or balance of the afore-
said Sum or any Part thereof - but unjustly neglects
refuses so to do - To the Damage of the said
Zachariah the Sum of Seven Pounds - The
Def appears by Samuel Fowler Gent his Att^y & the
tho. three Times called to come into Court makes
default of appearance herein. Therefore it is con-
sidered by the Court that the said Zachariah do
recover against the said Aaron three Pounds eleven shil-
lings Damages and Cost of Court taxed at
£1. 16. 0 - & more if he please. Given at March 2^d 1783.

Fowler
vs
No 57

Abner Fowler of Southwick in the County of Hamp-
shire Yeoman Def^t vs James Smith of Southwick in the
County aforesaid Gent Def^t in a Plea of the Case

Fowler
vs
Smith

for that the said James of said Southwick on the
second Day of May in the Year of our Lord one thousand
seven hundred & eighty one by his Note in writing under
his hand of that Date for value received as Town Treas-
urer of sd Southwick promised the said Abner to pay
him as said Town Treasurer the Sum of thirteen Pounds
and fifteen Shillings the Silver at Six Shilling eight
Pence per Ounce on Demand with lawful Interest
for the same till paid - Yet the said James tho often
requested hath never paid the said Abner the same
but unjustly neglects & refuses to pay him - To the Da-
mage of the said Abner the Sum of nineteen Pounds
lawful Money - The Def appears by Samuel
Fowler Gent his AWT in the B. for the three times
called to come into Court makes default of appearance
here - Therefore it is considered by the Court that
the said Abner do recover against the said James fifte
Pounds three Shillings & nine Pence lawful Money Dam-
ages & Cost of Court taxed at £1.12.7 - & thereof &c.

Exon 1st April 1783

Fowler
vs
Sachut
No 58

John Fowler of Westfield in the County of Hamp-
shire German Def is Rachel Sachut of the same West-
field in the County aforesaid Widow & Spinster Def
in a Plea of the Case for that the said Rachel at sd
Westfield on the twenty eighth Day of December in
the Year of our Lord one thousand seven hundred
and eighty one by his promisory Note in writing
under his hand of that Date with her proper hand
subscribed for value received promised the said
John to pay him or his order two Pounds & five
Shillings Old Way Wheat at four Shillings Rye at
three & Corn at two Shillings per Bushel with
Interest for the same till paid - And the said
John says he has been always ready to receive the
said Grain - Yet the said Rachel tho often re-
quested hath never paid the said John the same
but neglects to do it - To the Damage of the said
John the Sum of five Pounds lawful Money -
The Def appears by Saml Fowler Gent his AWT & the Def
tho three times called to come into Court makes default
of appearance here - Therefore it is considered by the
Court that the said John do recover against the said
Rachel three Pounds four Shillings & nine Pence Damages
& Cost of Court taxed at £1.9.5 - & thereof &c.

Exon 1st May 29 1783

Perkins
vs
Burr
N^o 59

Phinehas Perkins a Southwick in the County of
Hampshire Town Treasurer for said Town of Southwick
vs Adonijah Burr late of Southwick
in a Plea of the Case for that the said
Adonijah at Southwick on the seventh Day of February in
the Year of our Lord one thousand seven hundred &
seventy four by his promissory Note in writing under
his hand of that Date for value received promised
one Abner Fowler then then Town Treasurer of the
Town of Southwick to pay him in said capacity or his
successor in said Office the Sum of one Pound ten shillings
& eight Pence two Farthings lawful Money within one
Year from the Date of said Note with lawful Interest
for the same from the time of payment till paid -
yet the said Adonijah tho often requested & time of paym^t
long since elapsed hath never paid the said Abner
while he remained in said Office of Town Treasurer, nor
any or either of the Town Treasurers of said Town since, nor
to the said Phinehas now the Treasurer of the said Town of
Southwick but hath & still doth unjustly neglect
and refuse to pay him - To the Damage of the said
Phinehas in said Capacity the Sum of six Pounds lawful
Money - The Parties severally appear & agree that the
Case be continued - It is therefore by the Court considered
that they have Day here untill the third Tuesday of the
next

Day 2^d
Pelton
1760

Benjamin Day Jun^r late of West Springfield in the
County of Hampshire Trader vs Ephraim Pelton
late of Lowden in the County of Berkshire Yeoman &c
in a Plea of the Case for that the said Ephraim at said
Northampton on the twenty sixth Day of October in
the Year of our Lord one thousand seven hundred &
thirty three by his promissory Note in writing under his
hand of that Date for value received promised the said Benjamin
to pay him or Order thirty four Shillings lawful
Money on demand with lawful Interest for the same
till paid - Also for that the said Ephraim at North
ampton on the same twenty sixth Day of Oct^r AD 1773
by his other promissory Note in writing under his hand
of that Date for value received promised the said Benjamin
to pay him or Order another Sum of thirty Shillings lawful
Money on demand with lawful Interest for the same
paid - Also for that the said Ephraim at said Northam
pton on the same twenty sixth Day of October 1773 by
other promissory Note in writing under his hand of
that Date for value received the said Benjamin to

pay him or Order another Sum of twenty four Shillings
lawful Money on demand with lawful Interest for the
same till paid - Yet the said the often requested hath
never paid the said Benjamin the same or any Part thereof
but unjustly neglects & refuses to pay him - To the Damage
of the said Benjamin the Sum of Ten Pounds lawful Money
The Def appears by Samuel Fowler Gent his Att & the
Def tho three times publicly called to come into Court
makes default of appearance here - Wherefore it is con-
sidered by the Court that the said Benjamin do recover
against the said Ephraim six Pounds five Shillings & four
Pence lawful Money Damages & Cost of Court taxed on
£1. 12. 2 - & thereof be - Exon ip^s April 30 1783

Idem
vs
Leonard
No 61st

Benjamin Day late of West Springfield in the County
of Hampshire Gent Def vs Pliny Leonard of West
Springfield in County aforesaid Heron Def in a Plea of the
Case for that the said Pliny at said West Springfield
on the second Day of June in the Year of Lord one thou-
sand seven hundred & seventy four by his promisory Note
in writing under his hand of that Date for value received
promised the said Benjamin to pay him or Order five
Pounds twelve Shillings & eight Pence lawful Money in a
reasonable time viz on Demand with lawful Interest
for the same till paid - Yet the said Pliny tho often
requested hath never paid the said Benjamin the same
but unjustly neglects to pay him - To the Damage of the
said Benjamin the Sum of twelve Pounds lawful Money -
The Parties sweetly appear & agree that this Case be continu-
ed to the next - The Def to have leave to make any Plea
at the next that he might have made at this Term -
Wherefore it is considered by the Court that they have
Day here accordingly untill the Third Tuesday of May
next

Idem
vs
Cooper
No 62nd

Benjamin Day of West Springfield in the County of
Hampshire Gent Def vs Enoch Cooper of West Springfield
in the County aforesaid Gent Def in a Plea of the Case on
that the said Enoch at said West Springfield on the seventh
Day of March one thousand seven hundred & seventy five
by his promisory Note in writing under his hand of that
Date for value received promised the said Benjamin to pay
him or Order five Pounds two Shillings & ten Pence lawful Mo-
ney in a reasonable time viz on Demand with lawful Interest
for the same till paid -

Day

Cooper

Yet the said Enosh the often requested hath never paid the said Benjamin the same but unjustly neglected to do it. To the Damage of the said Benjamin the sum of twelve Pounds. The Parties severally appear & say that this case be continued to the next Term. The Def^t to have leave to make any Plea the next ^{Term} that he might have made at this. Wherefore it is considered by the Court that they have Day here accordingly until the third Tuesday of May next.

Bush

Comptock

vs
No 63

Zachariah Bush Jun^r of Westfield in the County of Hampshire Gen^l Def^t vs Ichabod Comptock late of Williamstown in the County of Berkshire Yeoman in a Plea of the Case for that the said Ichabod at said Westfield on the eighth Day of August in the Year of our Lord one thousand seven hundred & eighty by his promisory Note in writing under his hand of that Date for value Rec^d promised the said Zachariah to pay him or Order three Pounds five Shillings & eight Pence Lawful Money to be paid in Silver Money at the rate of six Shillings for one Spanish Milled Dollar or the value thereof in Wheat, Rye or Indian Corn or before the fifth Day of November next (meaning the fifth Day of November next ensuing the Date of said Note) with Lawful Interest for the same till paid and the said Zachariah in fact says he has been always ready to receive the said Wheat, Rye or Indian - Yet the said Ichabod the often requested & time of pay^{ment} being since elapsed hath never paid the said Zachariah the same but unjustly neglected to do it. To the Damage of the said Zachariah the sum of Seven Pounds Lawful Money. The Def^t appears by Samuel Fowler Gen^l his Att^y & the Def^t the three Times called to come into Court make default of appearance here. Therefore it is considered by Court that the said Zachariah do recover against the said Ichabod three Pounds five Shillings & eight Pence Lawful Money Damages & Costs of Court taxed at £1.15.5 & thereof &c. Exon^d Mar. 3. 1783.

Gornish

vs
Plum

No 64

Jabez Gornish of Washington in the County of Berkshire Gen^l Def^t vs Waitstill J. Plum Yeoman in the County of Hartford & State of Connecticut in a Plea of the Case for that the said Waitstill

Cornish
is
Plum at said Northampton on the third Day of Dec^r 13th
in the Year of our Lord one thousand seven hundred
and seventy eight by his Note in writing under his hand
of that Date for value received promised the said
Jabez to saw for him twelve thousand feet of Boards
within two years from the Date of said Note & the said
Jabez say he has always been ready to receive said
sawing of the said Wait Still yet the said Wait Still
tho often requested & the the time of pay ment long
since passed hath never sawed the said Boards for
the said Jabez or any ways satisfied him the Con-
tents of said Note but unjustly neglected to do so -
To the Damage of the said Jabez the Sum of twenty
Pounds - The Duf appears by Sam^l. Fowler his att^y
and moves that this Case may be continued because the
Dift. is out of State It is therefore considered that
they have Day here accordingly untill the third
Tuesday of May next -

Ingersoll
is
Williams
No 65th John Ingersoll of Westfield in the Count of Hamp-
shire Esq^r Duf is Solomon Williams late of Great Bar-
ington in the County of Berkshire Yeoman Dift. in action
of the Case for that the said Solomon at said Westfield
on the last Day of December last past in consideration
that the said John had before that time at the special
Instance & request of the said Solomon sold & delivered
to him sundry Goods Wares & Merchandizes; he the said
Solomon, ^{then & there} assuming on himself & to the said ^{John} faithfully
promised to pay & content him so much Money thereon
whenever afterwards he should be there to request, as the
same Good Wares & Merchandizes at the time of Sale or
Deliver were reasonably worth and the said John says
the same Goods Wares & Merchandizes at the time of
Delivery were well worth the Sum of eight Pounds four
ten Shillings & four Pence lawful Money of which he gave
said Solomon Note on that the same Day yet the said
Solomon tho often requested hath never paid said the
said John the same or any part thereof but unjustly
neglects & refuses to pay him - The Duf appears by Sam^l.
Fowler Esq^r his att^y of the Dift. tho three times called
to come into Court makes default of appearance here -
It is considered by the Court that the said John do recover
against the said Solomon £ 8. 10. 4 lawful Money & Costs
of Court taxed at £ 16. 5. 3 & the rest of 9s on 10th March 1783 -

Fowler
vs
Smith & al
No 66

Stephen Fowler of Westfield in the County of Hampshire
Yeoman Def is Abner Smith Genl & Gershom Rust of
of Murryfield in the County aforesaid Def in a Plea
the Case for that the said Gershom & Abner at said Westf
ed on the eighth Day of February one thousand seven hun
dred & seventy three by their promisory Note in writing
under their hands of that Date for value then recd jointly &
severally promised one Beldad Fowler to pay him or orde
ten Pounds ninteen Shillings Money (meaning lawful money
within twenty four Months from the Date of said Note with
lawful Interest for the same till paid - and afterwards
with on the same eighth Day of February at said Westf
the said Beldad Fowler by his indorsement on the ba
of the same Note with his proper hand subscribed app
ed the same Note to the said Stephen the Def & ordered
the Contents thereof then wholly due & unpaid to be paid
to the Def of all which the said Gershom & Abner then &
there instantly had Notice & so became liable to pay the
Contents of the said Note to the said Stephen according
to the terms of said Note & being so liable the said Gershom & Abner
then & there promised the Def to pay him the same acco
dingly Yet the said Gershom & Abner or either of them tho
often requested & time of payment long since elapsed
have not paid the same to the said Stephen but un
justly neglect & refuse to do it To the Damage of the
said Stephen the Sum of Pounds - The Parties
verally appear & agree that this Case be continued to the
next Term Judgement then to be final - Wherefore
it is considered by the Court that they have Day here
untill the third Tuesday of May next

Gunn
vs
Cooley
No 67

Daniel Gunn of Westfield in the County of Hampshire
Yeoman Def is Thomas Cooley of Granville in the Coun
aforesaid Yeoman Def in a Plea of the Case for that the
said Thomas at said Westfield on the eleventh Day of Sep
last past by his ~~Note~~ promisory Note in writing under
his hand of that Date for value received promised the
Daniel to pay him or order Six Pounds & ten Shillings la
ful Monneys worth in Buy Cattle at Cash price within
six Weeks from the Date of said Note & the said Daniel
says he has been always ready to receive the said Cattle
yet the said Thomas tho often requested & time of
payment passed hath never paid the said Dani
the same but neglect to do it To the Damage of the

Gunn
69
Cooley-

Daniel the Sum of Ten Pounds — The Deb appears
by Samuel Fowler Gent his atty & the Def^r the
thru Times called ~~into~~ to come into Court makes
default of appearance here ^{wherefore} it is consi
dered by the Court that the said Daniel do recover
against Thomas six Pounds Twelve Shillings Law
ful Money Damages & Costs of Court taxed at £10.1.1
— and there of &c — — — — — Exon ip

ol. Mofley
is
Williams
69

Hannah Mofley of Westfield in the County of Hampshire
Gentlewoman sole Executrix of the last Will & Testame
of John Mofley late of the same Westfield Gent can
decand Def^r is Reuben Williams of the same Westfield afo
said Yeoman Def^r in a Plea ~~of the Cause~~ for that the
said Reuben render to the said Hannah the Sum
of twenty three Pounds ten Shillings & one Penny
which from her he unjustly detains & whereon the
said Hannah say that at an inferior Court of com
mon Pleas holden at said Northampton within & for
the said County of Hampshire on the second ^{day} of
March in the Year of our Lord one Thousand
seven hundred & Seventy four by Adjournment by
the Judgement of the same Court the John Mofley
then living recovered Judgement against the said
Reuben twenty one Pounds seventeen Shillings and
nine pence Lawful Money damages by reason of the
Reuben not performing his promise before that
Time made to the said John & also one Pound twelve
Shillings & four Pence for his Cost & Charges by him
about his suit in that behalf expended whereof the
said Reuben is convicted as by the Record thereof in
our said Court there remaining is fully manifest &
appears which Judgement yet remains in its full
force & effect not satisfied nor reversed and altho
the said John while alive afterwards sued out two Writs
of Exon on the Judgement aforesaid yet the Sums
aforesaid recovered as aforesaid were never levied by either
of them & the return Day of the last hath long since past
and the same is wholly unsatisfied & the same Sum wholly
unpaid whereby an Action hath accrued to the ^{Def^r} in
said Capacity to have of the said Reuben the said Sum
of twenty three Pounds ten Shillings & one Penny

Col Mosley Es^r Yet the said Reuben tho often thereto requested never
15
Williams paid the same or any part thereof to the said John
while he lived or to the said Hannah in said Capacity
since the Death of the said John but he hitherto
hath & still doth unjustly neglect it - To the Damage
of the said Hannah in said Capacity the Sum of fifty
Pounds lawful Money - The Def^t appears by John
Phelps Esq^r her Att^y & the Def^t the three Times called
to come into Court makes default of appearance here
& it is therefore considered by the Court that the Def^t
do recover against the Def^t the Sum of thirty five pounds
and eight Pence lawful Money Damages & Cost of Court
taxed at £ 1. 10. 2 - Whereupon the Def^t by Samuel
Fowler Gentleman his Att^y comes into Court & appeals
from the Judgement of this Court to the supreme Court
at Northampton in an
Judicial Court to be holden at Northampton in and
for the County of Hampshire on the last Tuesday of
April next & he recognises with sureties as the Court
directs for his prosecuting said appeal with effect
as by said Recognizance on File does appear

Shephard
10
Clark.
Nayor. Enoch Shephard of Murraysfield in the County of
Hampshire Gent Def^t vs James Clark of the same Mur-
raysfield aforesaid, in^d Def^t in a Plea of the Case for
that the said Enoch & the said James at said Murraysfield
on the twenty fifth Day of July in the Year of our
Lord one thousand seven hundred & seventy eight accounts
together of and concerning divers sums of Money in their
mutual dealings with each other & upon stating their accounts
the said James was then & there found to be in Arrear to the
said Enoch in the Sum of thirty one Shillings & nine pence
according as Money was then in the Year 1778 in confi-
deration thereof then & there the said James promised
the said Enoch to pay him on Demand - And afterwards
the said James on the twelfth Day of October in the
Year our Lord one thousand seven hundred & seventy eight
at said Murraysfield by his Note of that Date for value
received promised the said Enoch to pay or his order the
Sum of twenty Spanish Milled Dollars in one Year from
the Date of said Note with use meaning with the law-
ful Interest till paid and afterwards on the same Day
and Year last aforesaid at said Murraysfield by another

Shephard
10
Clark

Note in writing under his hand of that Date for value received promised the said Enoch to pay him or his order the Sum of Three Pounds Lawful Money as Money was in the Year 1773 in girdling at five shillings by the Acre all to be cut down above one Inch through or girdled in the Month of June or July then next following the Date of said Note and to do it well according to the Rule of good girdling which the Juf hath always been ready to have excepted - and afterwards at said Murrayfield on the last Day of September last the said Enoch at the special Instance & Request of the said James had sold & delivered to him sundry Goods Wares & Merchandises he the said James then & there in consideration thereof assumed on himself & faithfully promised the said Enoch to pay him therefor as much Money as the same Goods Wares & Merchandises were reasonably worth on Demand - Now in fact the said Enoch avers that the same Goods Wares & Merchandises were reasonably worth the sum of seven Pounds eight shillings and seven pence Lawful Money of which the said then & there had notice - Yet the said James tho often thereto requested hath not performed either of his said promises but he hath hitherto & still ~~is~~ unjustly neglected to do so - To the Damage of the said Enoch the Sum of Thirty Pounds Lawful Money - The Juf appears by John Phelps Esqr his Att^y & the said then three times called to come into Court makes default of appearance here - Wherefore it is considered by the Court that the said Enoch do recover against the said James fifteen Pounds eight shillings & four pence Lawful Money Damages & Cost of Court taxed at £1. 5. 10 - ~~At the request of~~

Weller & al
17
Lothrop
No 72

John Weller Yeoman & Hannah his Wife both of Westfield in the County of Hampshire Jufs vs Solomon Lothrop of Pittsfield in the County of Berkshire Yeoman Deft in a Plea of the Case for that the said Solomon at said Northampton on the twenty third Day of October in the Year of our Lord one Thousand

Wellingal
10
Lathrap

seven hundred & seventy five by his Note of that Date for value received promised the said Hannah while she remained sole & unmarried to pay her by the Name of Hannah Phelps the Sum of two Pounds five shillings and one penny Lawful Money on Demand with the Lawful Interest thereof till paid - Yet the said Solomon tho often requested hath never paid the same to the said Hannah while she remained sole & unmarried or to the said John & Hannah since they have married but he hitherto hath & still doth unjustly neglect and refuse to perform his said promise - to the Damage of the said John & Hannah the Sum of five Pounds - The Cause appears by John Phelps Esq^r his A.M. & the Deft tho three times called to come into Court makes default of appearance here - Therefore it is considered by the Court that the said John & Hannah do recover against the said Solomon the Sum of three Pounds four shillings & nine Pence Lawful Money & Costs of Court taxed at £1. 10. 6 - & thereof &

Morton
10
Smith
No 73

James Morton Clerk & William Knox Gent^l both of Blanford in the County of Hampshire Executors of the last Will and Testament of Margaret Cochrane of the same Blanford Widow deceased ^{Def} ~~is a Plea of the Case~~ is Abner Smith of Murrayfield in the County aforesaid Gent^l Deft in a Plea of the Case for that the said Abner at said Nortonhampton on the Ninth Day of June last past by his Date Note of that Date for value received promised the said James & William to pay them or their Order or Executors of the said Margaret deceased the sum of sixteen Pounds in Gold or Silver within six Months from the Date of said Note with Lawful Interest from the Date of said Note till paid - Yet the said Abner tho often requested hath not performed his said promise he wholly neglects & refuses to do it - The Cause appears by John Phelps Esq^r his A.M. & the Deft tho three times called to come into Court makes default of appearance here - Therefore it is considered by the Court that the said James & William do recover against

Abvax sixteen Pounds twelve shillings & nine pence
lawful Money Damages & Costs of Court taxed at £1.11.3
and thereof &c — Exon ip^o March 7 1783

Fowler
Howard
No 7/1

David Fowler Jun^r of Southwick in the County of Hamp-
shire Yeoman &uf vs Silas Howard of Washington in
our County of Berkshire Yeoman Def^r in a Plea of
Case for that the said Silas at said Northampton on the
twenty fifth Day of January last Past by his Note
in writing under his own Hand of that Date for value
received promised one Aaron Parmele to pay him or
order the sum of four Pounds in Silver or Gold or or
before the first Day of May then next following the
Date of said Note with the Interest meaning the law-
full Interest thereof till paid & afterwards at said
Northampton on the same Day of January aforesaid no
part of the Contents of said Note having been paid
to the said Parmele he the said Aaron by his indorse-
ment on the back of said Note with his own proper
Hand subscribed Indorsed the same Note over to the
Def^r and by his said Indorsement directed & ordered
the said Silas to pay the Contents of said Note then
wholly due & unpaid to the said David the Def^r or his
order for value of him received whereof the said Silas
then & there instantly had notice & by reason thereof
became chargeable & liable to pay the Contents of
the said Note to the said David according to the
Tenor of the same Note and in consideration thereof
he the said Silas then & there undertook and
faithfully promised said David to pay him the
same accordingly — Yet the said Silas tho often
requested hath not performed his said promise
but wholly neglected it — To the Damage of the said
David the sum of Seven Pounds lawful Money —
The Def^r appears by John Phelps Esq^r his A^{tt} & the
Def^r tho three times called to come into Court
makes default of appearance here — Therefore it is con-
sidered by the Court ^{that} the Def^r do recover against the Pl^{ff} four
pounds five shillings & two pence lawful Money Damages & Costs of Court
taxed at £1.11.7 — & thereof &c — Exon ip^o Mar 24 1783

Mann
vs
Smith
No 76

William Mann late of a Place known & called by the
Name of Druggatts Grant & in no Town in the County of
Berkshire Yeoman Deft is Abner Smith of Murrayfield
in the County of Hampshire Gent Deft in a Plea
of Treppage on the Case for that the said Abner, at said
Northampton on the seventh Day of January one
thousand seven hundred & eighty three by his Note of
Date for value received promised the said William to pay
him or his order the Sum of ten Pounds lawful money
on demand with interest till paid — Yet the said
Abner tho often requested hath not performed his
said promise but he wholly neglects it to the Damage
of the said William the sum of twelve Pounds —
The Deft appears by John Phelps Esq^r his Att^y & the
Def^t tho three times called to come into Court makes
default of appearance here — Wherefore it is
considered by the Court, that the said William do
recover against the said Abner ten Pounds one shil-
ling lawful Money Damages & Cost of Court taxed at
£1.13.6 — & thereof &c — Exon ip^o Mar 22^o 1783

Atwater
vs
Kinney
No 77

John Atwater of Westfield in the County of Hamp-
shire Trader Deft is William Kinney of Blanford
in the same County aforesaid Yeoman Deft in action
of the Case for that the said William at said Westfield on
the sixth Day of November last past by his Note of be-
half of the Date for value received promised the said
John to pay him the Sum of four Pounds one Shilling
lawful money in Gold or Silver Coin on demand with
Interest till paid — Yet the said William tho often
thereto requested hath not performed his said
promise but wholly neglects it to the Damage
of the said John the Sum of seven Pounds lawful
Money — The Deft appears by John Phelps Esq^r
his Att^y & the Def^t tho three times publicly
called to come into Court makes default of
appearance here — Wherefore it is considered
by the Court that the said John do recover
against the said William four Pounds seven
shillings & four Pence Damages & Cost of Court tax
at £1.12.4 — & thereof &c — Exon ip^o Mar 22^o 1783

Tudor
vs
Myzinger
No 78

Elihu Tudor of East Windsor in the County of
Hartford & State of Connecticut, Physician Puf vs
Jehiel Myzinger of Southwick in the County of
Hampshire Yeoman Deft. in a Plea of the Case for
that the said Jehiel at said Northampton on the
twentieth Day of October in the Year of our Lord one
thousand seven hundred & twenty nine by his Note
of that Date for value received promised the said
Elihu to deliver to him thirteen Bushels of good
Wheat at his House in East Windsor within one
Year from the Date of said Note with Interest
paid & the Puf avers that the said Wheat was well
worth seven shillings by the Bushel & that he
hath been always ready to receive said Wheat —
yet the said Jehiel tho often requested hath not
performed his said promise but neglects it
to the Damage of the said Elihu the Sum of seven
Pounds lawful Money —, The puf appears by John
Phelps Esq^r his Att^y & the Deft tho three times called
to come into Court, makes default of appearance
here — Therefore it is considered by the Court that
the said Elihu do recover against the said Jehiel
four Pounds seven shillings & nine pence lawful
Money Damages & Costs of Court taxed at £ 1. 17. 6
— and thereof &c —

Hatheway
vs
Denio
No 79

John King Hatheway of Suffield in the County of
Hampshire Yeoman Puf vs Battis Denio of Gran
field in the County afore said Yeoman Deft in
a Plea of the Case for that whereas the said John on
said Northampton on the last Day of June in the
Year of our Lord one thousand seven hundred &
eighty had before that Time sold & delivered to the
said Battis at his special Instance & request nine
Bushels & three Pubs of good Wheat he in consi
deration thereof assumed on himself & faithfully
promised the said John to pay him therefor so
much Money as the same Wheat was reasonably
worth on demand — Now in fact the said John avers

that the same Wheat was reasonably worth at the
time of the sale & delivery twelve shillings by the
Bushel of which the said Butts had Notice - Yet the
said Butts tho often requested hath performed his
promise but he wholly neglects it - To the Da
mage of the said John the sum of Nine Pounds -
The Parties severally appear & on a Motion of the Def
agree that this Case be continued ^{to} ~~until~~ the next
Term - Therefore it is considered by the Court that
the said Parties have Day here until third Tues
day of May next -

William
vs
Bagg & al
N^o 80 -

David Williams of West Springfield in the County
of Hampshire Yeoman Def^r is Roger Bagg of West
field in the County of Hampshire Cartwainer & Ad
ministrator on the Goods & Estate of Daniel Bagg Int^r
of the same Westfield Gentleman deceased Def^r in a
Plea of the Case for that whereas the said David as
Westfield aforesaid on the last Day of December in
the Year of our Lord one thousand seven hundred
and seventy six at the special Instance & request
of the said Daniel then living had done & perform
for him the said Daniel divers Works & Labor; the
said Daniel then & there in consideration thereof
assumed & on himself & faithfully promised the
said Daniel to pay him therefor as much Money
as he reasonably deserved to have for the same Work
and Labor on demand - Now in fact the said Da
vid avers that he reasonably deserved to have from
the said Daniel for the same Work & Labor the Sum
of twenty three Pounds eighteen shillings & six
pence lawful Money of which the said Daniel
had Notice - Yet the said Daniel tho often
thereto requested never paid the same or any part
thereof to the said David while he lived nor hath
the said Roger since the Death of the said Dan
el altho he hath been often requested but he
wholly neglects it to the Damage of the said David
the sum of thirty Pounds lawful Money -
The Parties severally appear & agree to refer this Case
to the award of Cap^t Daniel Sack & Benjamin Lixson &

Arrested by the judgment of the Court
two of them is to be final. Therefore it is con-
sidered by the Court that they have Day here accordingly
untill the third Tuesday of May next.

Atwater
vs
French
No 81

John Atwater of Wiltfield in the County of Hamp-
shire Yeoman Def vs William French of Montgome-
ry in the same County of Hampshire Yeoman Sign
in a Plea of the Case for that the said William at
said Wiltfield on the fourth Day of January in the
Year of our Lord one thousand seven hundred & eighty
two by his Note of that Date for value received pro-
mised the said John Atwater to pay him the Sum
of eleven Pounds twelve shillings & four Pence Lawful
Money in Silver or Gold Coin on demand with Inter-
est till paid. Yet the said William tho often re-
thereto requested hath not performed his said promise
but he wholly neglected it - to the Damage ~~to~~ of the
said John the Sum of twenty Pounds Lawful Money.
The Def appears by John Phelps Esq his Att & the
Def tho thrutimes called to come into Court makes
default of appearance here - Therefore it is consider-
ed by the Court that the said John do recover again
the said William eleven Pounds thirteen shillings &
six Pence Lawful Money Damages & Cost of Court Taxed
at £1.9.0 and thereof &c

Roch
vs
Norton & al
No 82

Roger Roch of Southwick in the County of Hamp-
shire Yeoman Def vs Eldad Norton Yeoman & Robert
Norton Yeoman both of Southwick in the County of Ham-
shire Executors of the last Will & Testament of Joshua
Norton late of said Southwick Yeoman dec'd Def
in a Plea of the Case for that the said Joshua at
said Southwick on the thirtieth Day of November in
Year of our Lord one thousand seven hundred & se-
venty five by his Note of that Date for value re-
promised the said Roger to pay him or his order
the Sum of six Pounds [&] six shillings in good merchan-
able Wheat & deliver the same at the ~~at~~ the dwell-
ling House of the said John Roch in S. Southwick
at or before the thirtieth Day of November 1776
with the lawful Interest till paid and

Roch the Puf aver, that, he hath been always ready to receive said Wheat - Yet the said Free Grace never paid never paid the same or any part thereof while he lived. neither hath the said Eldad or Robert, or either of them since the Death of the ^d Free-Grace paid the same or any part thereof but they & each of them wholly neglect it - To the Damage of the said Roger the Sum of twelve Pounds Lawful Money - The Part appears by John Phelps Gent his AWT & moves that this Cause be continued to the next term, so that the Officer may have leave to sign his Return - Therefore it is considered by the Court that they have Day here according until the third Tuesday of May next -

Mozley
Fowler
No 83
Hannah Mosley of Westfield in the County of Hampshire Gentlewoman Puf vs Abner Fowler of the same Westfield & County aforesaid Yeoman Deft in a Plea of the Case for that whereas the said Hannah at said Westfield on the twentieth Day of September in the Year of our Lord one thousand seven hundred & eighty three at the special Instance & request of the said Abner before that Time had sold & delivered to the said Abner one pair of fat Oxen he the said Abner in consideration thereof then & there assumed on himself & faithfully promised the said Hannah to pay her therefor some Money as the same Cattle were reasonably worth at the Time of the sale & delivery thereof or demand in fact the said Hannah avers that the said Oxen were well worth the Sum of twenty five Pounds Lawful Money at the Time of the delivery aforesaid of which the said Abner had Notice - Yet the said Abner tho' after thereto requested hath not performed his said promise - but he wholly neglects it to the Damage of the said Hannah the Sum of thirty Pounds Lawful Money - The Puf by John Phelps Gent his AWT & the Deft tho' three Times called to come into Court makes default of appearance here - Therefore it is considered by the Court that the said Hannah do recover against the said Abner the Sum of twenty Pounds twelve Shillings Lawful Money and Cost of Court taxed at £ 1. 10. 10 -

Whereupon the said Abner by Samuel Fowler gent his
Att comes into Court & appeals from the Judgement of
this Court to the supreme Judicial Court to be holden
at Northampton in and for the County of Hampshire on
the last Tuesday of April next and he recognises with
sureties as the Law directs for his prosecuting said appeal
with Effects as by said recognizance on File do appear.

Whitney
Whitney & al
N^o 84

Abel Whitney of Worsfield in the County of Hampshire
Gent^r vs Aaron Whitney of Northfield in the County
aforesaid Trader & William Barron of Peterham in the
County of Worcester Esq^r in a Plea of Covenant broken
for that whereas by a certain Ind made & Executed at North
ampton on the eleventh Day of November in the
Year of our Lord one thousand seven hundred & seventy
nine & sealed with the Seal of the said Aaron & William &
in Court to be produced it covenanted that the said Aaron
& William for themselves their Executors & Administrators
shall pay & deliver to the said Abel at the Place in Peter
ham in the County of Worcester where the R^{wd} Aaron
Whitney dwelt to wit at Northampton aforesaid twelve
hundred & thirty six Bushels and one Peck of good Rye (which
the P^r avers to be well worth three hundred & fifty Pounds
lawful Money) or in before the eighth Day of September
Anno Domini one thousand seven hundred & eighty one
which Time is long since passed & the P^r further avers
that he always hitherto hath been ready to receive said
Rye at the Place of delivery aforesaid to wit at North
ampton aforesaid and the said Abel further avers
that the said Aaron & William or either of them have not
fulfilled their Covenant & Agreement aforesaid with
P^r & so the said Aaron & William have not kept and
performed but broken their said Covenant to the Damage
of the said Abel the Sum of four hundred Pounds lawful
Money — The Parties appear & move that this Case
be continued to the next Term without Cost & considered
as being entered at the next Term — Therefore it is considered
by the Court that they have Day here until the third
Tuesday of May next —

Whitney
Whitney & al
N^o 85

Jacob Whitney of Worsfield in the County of Hampshire
Gent^r vs Aaron Whitney of Northfield in
the County of Hampshire Trader & William Barron

Whitney
Whitney & al

of Petersham in the County of Worcester Esq^r Def^t
in a Plea of Covenant broken for that whereas by a cer-
tain Deed made & Executed at Northampton on the e-
venth Day of November one thousand seven hundred
and seventy nine & sealed with the Seals of the said
Aaron & William aforesaid in Court to be produced
among other things it is covenanted that the said
Aaron & William for themselves their Executors & Ad-
ministrators shall pay & deliver to him the said
Paul at the House in Petersham in the County of
Worcester where the Rev^d Aaron Whitney ~~last dwelt~~
last dwelt to wit at Northampton aforesaid twelve
hundred and twenty five Bushels ^{of one half} of good ~~white~~ Rye
which the Def^t avers to be well worth three hundred an
fifty Pounds Lawful Money on or before the eight
Day of September Anno Domini one thousand seven
hundred & eighty one which Time is long since past
and the Def^t avers that he hath always hitherto
been ready at the said place of delivery to wit at
Northampton aforesaid to receive the said Rye &
the said Paul further avers that the said Aaron &
William or either of them have not fulfilled their
Covenant and agreement aforesaid with the Def^t
and so the said Aaron & William have not kept their
Covenant & agreement but broken the same to the
Damage of the said Paul the Sum of four hundred
Pounds Lawful Money. The Parties appea-
red and agreed to have this Case continued to the next
Term ^{without Case} & also considered as being entered at the next
Term. Therefore it is considered by the Court that
the said Parties have Day here until the Third Tue-
day of May next.

Bigelow
Fowler
A. L. O. B.

Titus Bigelow of Southwick in the County of
Hampshire Yeoman Def^t vs Abner Fowler of the sa-
Southwick & County aforesaid Yeoman Def^t in a
Plea of Trespasse on the Case for that the said Titus
at said Southwick on the last Day of December
one thousand seven hundred & eighty two at the
Instance & request of the said Abner had & ca-
delivered to him sundry Goods Ware & Merchandise

and done and performed for him divers Labors, he the said Abner then & there in consideration thereof apured on himself and faithfully promised the said Titus to pay him therefor so much Money as the said Titus reasonably deserved to have for the same Labor & Services on demand - Now in fact the said Titus avers that the same Goods ~~that were~~ & Merchandise Services at the Time of Delivery aforesaid were reasonably worth the Sum of Six hundred Pounds lawful Money of which the said Abner had Notice And also for that whereas the said Abner on the same Day & Year last aforesaid at said Southwick was indebted to the said Titus in the further Sum of six hundred Pounds lawful Money for the like Sum of Money by him the said Abner before that Time had received to the use of the said Titus & being so indebted he the said Abner afterwards on the same Day & Year last aforesaid at said Southwick in consideration thereof then & there undertook & faithfully promised that he the said Abner would well & truly pay him said Sum last mentioned on demand - Yet the said Abner tho' often thereto requested hath not performed either of his said promises, but wholly neglects to do it - to the Damage of the said Titus the Sum of six hundred Pounds lawful Money - The Parties severally appear & agree that this Case be continued to the next Term - Therefore it is considered by the Court that they have Day here until the third Tuesday May next.

Bigelow
Carter
vs
Bigelow

Titus Bigelow of Southwick in the County of Hampshire Yeoman Puff is William Carter of Westfield in the County aforesaid Yeoman Puff in & by a Paper on the Case for that whereas the said William Carter at said Southwick on the ~~first~~ fifteenth Day of March one thousand seven hundred & eighty Two by his Note of that Date for value received promised the said Titus to pay him or his order the Sum of eight Pounds & fifteen shillings Silver Money in Spanish Milled Dollars at six shillings each

by the first Day of January then next
with Interest till paid - yet the said William the
often requested hath not performed his promise
but he wholly neglects in to the Damage of the
said Titus the Sum of ten Pounds lawful Mon.
The Puf appears by John Phelps gen^l his att^y & that
tho thro Tims called to come into Court make
default of appearance here - Therefore it is co
sidered by the Court that the said Titus do move
against the said William the Sum of eight Pounds
eighteen Shillings & one penny lawful Money Damag
and Cost of Court taxed at £ 11. 11. 1 ^{& there of 5^c}
Exon ip^o 22. 1783 -

White
v
Cole
No 88 m

George White of Rambarwick in the County of Albany
State of New York Esq^r Puf v William Cole of Han
cock in the County of Berkshire Yeoman Esq^r
in a Plea of the Case for that the said William
said Northampton on the twenty seventh Day of Oct
in the Year of our Lord one thousand seven hun
dred & seventy nine by his promissory Note in
writing under his hand of that Date for value rec^d
promised the said George to pay him or cause
be paid him eighty Pounds of good Cheese, twenty
pounds of Butter, three Bushels of Wheat, three Bu
shels & one Peck of Rye of the value thereof in Mon
to be paid by the first Day of January next (mean
January next after the Date of said Note) and the
George in fact says the eighty weight of good Cheese,
twenty Pounds of Butter, three Bushels of Wheat &
three Bushels & one Peck of Rye at the Time when
and ^{place} where it should have been paid & delivered wa
reasonably worth seven Pounds & ten Shillings law
ful Money with the lawful Interest thereof to wit
at said George's dwelling House in Rambarwick afo
said on the said first Day of January: And the
said George doth aver that he always stood ready
to receive said Cheese, Butter, Wheat & Rye according
to the tenor of the said Note at his said dwelling
House in Rambarwick aforesaid on the said
Day of January where where it should have been

paid & delivered — Yet the said William at Mo. 11.2
often requested hath never paid said Cheese, Butter,
Wheat & Rye or any part of it, or either of said Articles
or the Money but he to do is unjustly neglect and
refuses to the Damage of the said George the Sum of
fifteen Pounds lawful Money — The Def appears by
Thomas Gould Genl his att & the Def the three times
called to come into Court makes default of appearance
here — Therefore it is considered by the Court that
the said George do recover against the said William
six Pounds three shillings & six Pence lawful Money
Damages & Cost of Court taxed at £2.3.0 — & there is
Edm J^r Feb 20. 1783

Larel
is
Oliver
N^o 89^m Abner Larel of New Lebanon in the County of Albany
and State of New York Complain^t vs James Oliver
of Pittfield in the County of Berkshire Schoolmaster
Def^t in a Plea of the Case for that the said James at
said Northampton on the twelfth Day of November
in the Year of our Lord one thousand seven hundred
and eighty two by his promissory Note in writing
under his hand of that Date for value received
promised the said Abner to pay him four Pounds
and ten Shillings lawful Money or the equivalent
in New Rum or good Salt to be delivered at Pitts
field (meaning Pittfield in the County of Berk
shire on or before the tenth Day of January ensuing
And the said Abner avers that he always stood ready
to receive the said Sum of four Pounds & ten shillings
in new Rum or good Salt at the time & place where
it should have been delivered to wit in said Pitts
field on the tenth Day of January current & ever
since that Time — Yet the said James at Mo aft^r
there to requested hath never paid said Sum or the new
Rum or Salt according to the tenor of the said Note or
any part of it but he to do is unjustly neglect & refuses
to the Damage of the said Abner the Sum of nine
Pounds lawful Money — The Def appears by Thom^s
Gould Genl his att & the Def the three times call^d
to come into Court makes default of appearance
here

Therefore it is considered by the Court that the said Abner do recover against the said James the Sum of four Pounds ten shillings & five Pence lawful Money Damages and Cost of Court taxed at £1. 19. 2 — and thereof &c — Exon ip^d Feb² 20. 78.

D. King
v
G. King
N^o 90

David King of Westfield in the County of Hampshire
Complainant v Gideon King of New Lebanon in the
County of Albany & State of New York Defendant
a Plea of the Case for that the said Gideon at said
Westfield on the last Day of November last past
being justly indebted to the said David in the
Sum of ~~two~~ hundred & sixty eight Pounds four
Shillings & nine Pence lawful Money to balance
accounts according to the annexed Account in
consideration thereof he the said Gideon then &
there assumed on himself and to the said David
faithfully promised to pay & content him the same
Sum on Demand — Also for that the said Gideon
at said Westfield on the same last Day of November
last past in consideration that the said David had
before that Time at the special Instance & request
of the said Gideon sold & delivered to him sundry
other Goods Wares & Merchandize according to the
other account hereto annexed he the said Gideon
then & there assumed on himself & to the said
David faithfully promised to pay & content him
so much Money for the said Good Wares & Merchandize
whenever & afterwards he should be thereto requir-
ed as the same last mentioned Good Wares & Merchandize
were reasonably worth at the said Time of Sale
and Delivery & the said David in fact with that these said
Good Wares & Merchandizes at the Time of Sale & Delivery
were reasonably worth another Sum of five hundred
fifty ~~pounds~~ pounds Ten shillings & two Pence lawful Money
which the said then the same Day had Notice from the
said David and afterwards the said Gideon paid the said
the said David two hundred & eighty six Pounds five shil-
lings & nine Pence lawful Money part of said Sum acco-
rding to the annexed Account — Also for that the
said Gideon at said Westfield on the same last Day

King
v
King

November last past being partly indebted to the said
David in another Sum of two hundred & sixty eight
Pounds four Shillings & nine Pence Lawful Money for
so much Money before that time had & received to the use
and benefit of the said David David, he the said Gideon
then & there in consideration thereof assumed on himself
and to the said David faithfully promised that he the
said Gideon would well & truly pay & content him the said
David the last mentioned Sum on Demand - Yet the
said Gideon tho often requested hath never paid the said
David the aforesaid Sum or either of them or any ways
satisfied him for the same but hitherto hath & still doth
neglect & refuse to pay him the same to the Damage
of the said David the Sum of three hundred Pounds.
The Parties appear & agree that this Case be continued
to the next term - It is therefore considered by the Court
that the said Parties have Day here untill the third Tues
day of May next -

Belding &
v
Shurwin
No 91

Samuel Belding of Hatfield in the County of Ham
shire of the last Will & Testament of Ruben Belding late of Hatfield deceased
poor & feeble Yeoman, Plaintiff v Jacob Sherwin of Ashfield in
the County aforesaid Esq^r Defendant in a Plea of the Case
for that the said Jacob at Hatfield aforesaid on the fourteenth
Day of April in the Year of our Lord one thousand hun
dred & seventy two by his Note of Hand of that Date for
value received promised the said Ruben then living
to pay him the Sum of seventy nine Pounds nine shil
lings & four Pence Lawful Money on demand with law
ful interest for the same Sum till paid - Yet the said
Jacob tho often requested never paid said Sum to the
said Ruben in his life time nor to the said Samuel his
Executon since said Rubens Death altho often thereto
requested or ever performed his promise aforesaid but
unjustly neglects to do it - to the Damage of the said
Samuel in said Capacity the Sum of one hundred & thirty
Pounds - The Def appears by J C Williams Esq^r his a Wt & the Plt tho
three times called to come into Court makes default of appearance
therein - Therefore it is considered by the Court that the said Samuel recover
against the said Jacob ninety nine Pounds twelve shilling & ten Pence law
ful Money Damages & Cost of Court taxed at £ 1.7.8 -
and there of &c -
Done at Feb 25 - 1703 -

Warner & Son
17
E Lyman
No 92 -

Jonathan Warner & Noadiah Warner both of Hadley in the County of Hampshire joint Debtors Def^r v^s Elijah Lyman of the same Hadley & County aforesaid Gen^l Degr. in a Plea of the Case for that the said Elijah at said Hadley aforesaid on the thirtieth Day of September in the Year of our Lord one thousand seven hundred & eighty two by his Note of Hand of that Date for value received promised the said Jonathan & Noadiah by the Name Jonathan Warner &c to pay them or their Order the Sum of twelve Pounds six shillings lawful Money in Silver and Gold on demand with the lawful interest for the same till paid: also for that whereas the said Elijah at Hadley aforesaid on the first Day of January in the Year of our Lord one thousand seven hundred & eighty three was justly indebted to the said Jonathan & Noadiah in another Sum of eleven Pounds to ballance Book Account he the said Elijah then & there in consideration thereof promised the said Jonathan & Noadiah to pay them the same Sum on demand - also for that whereas the said Jonathan & Noadiah at Hadley aforesaid on the first Day of January aforesaid had sold & delivered him the said Elijah sundry Good Wares & Merchandizes at his the said Elijah's special Instance & Request he the said Elijah then & there in consideration thereof promised the said Jonathan & Noadiah to pay them all such Sums of Money as the said Goods Wares & Merchandizes so sold and delivered as aforesaid were reasonably worth at the time of the sale & delivery thereof whenever after he should be thereto requested: and the said Jonathan & Noadiah say the Good Wares & Merchandizes so sold & delivered as aforesaid were reasonably worth at the time of the sale & delivery the other Sum of eleven Pounds of which the said Elijah then instantly had Notice - Yet the said the Defendants requested hath never paid either of said Sums or ever fulfilled either of said Promises but unjustly neglects it - To the Damage of the said Jonathan & Noadiah the Sum of thirty Pounds Lawful Money - The Parties severally appear & it is considered by the Court that they have Day untill the third Tuesday of May next.

White
Lyman
No 93 ~

Nathaniel White of Hadley in the County of Hamp-
shireman Def is Elijah Lyman of the same Hadley
forward Genl Deft in a Plea of the Case for that whe
the said Elijah at said Hadley aforesaid on the second D.

of December in the Year of our Lord one thousand seventh
hundred & eighty two by his Note of Hand of that Date
for value received promised the said Nath^l to pay
him or his order three Pounds & two Pence in silver Money
on demand with the lawful Interest for the same Sum
till paid. Yet the said Elijah tho often requested hath
never paid said Sum or ever ~~outtiffed~~ fulfilled his promise
afore said but neglects it to the Damage of the said
Nathaniel the Sum of four Pounds lawful Money
The Parties severally appear & it is considered by the
Court that the said Parties have Day here untill the
third Tuesday of May next

Smith
is
Lyman
No 94
Phineas Smith of Granby in the County of Hampshire
Gen^l Dyf is Elijah Lyman of Hadley in the same
County of Hampshire Gen^l Dyf in a Plea of the
Case for that the said Elijah at said Hadley afore said
on the thirtieth Day of November in the Year of our
Lord one thousand seven hundred & seventy three by his pro
misory Note of Hand of that Date for value received
promised the said Phineas to pay him or his order the Sum
of eight Pounds lawful Money on demand with the
lawful Interest for the same till paid. Yet the said
Elijah tho often requested hath never paid said Sum
or ever fulfilled his promise afore said but neglects it
to the Damage of the said Phineas the Sum of fourteen
Pounds lawful Money. The Parties severally appear
and it is considered by the Court that the said Parties
have Day here untill the third Tuesday of May next

Smith Jun^r
is
Lyman
No 95
Phineas Smith Jun^r of Granby in the County of Hamp
shire Gen^l Dyf is Elijah Lyman of Hadley in the
County afore said Gen^l Dyf in a Plea of the Case for
that the said Elijah at Granby afore said on the twenty
eighth Day of June in the Year of our Lord one thousand
seven hundred & eighty one by his Note of Hand of that
Date for value received promised the said Phineas Smith
to deliver him forty two Bushels & one Peck of Rye on or
before the first Day of January then next vizing the Date
of the said Note with the lawful Interest for the same

Smith J^r till paid after said first Day of January aforesaid &
Lyman - the said Thimma says he has always been ready to receive
said Rye agreeable to the Tenor of said Note & that
Rye was to be delivered as aforesaid was of the price of
five Shillings a Bushel - Yet the said Elijah tho
often requested hath never paid said Sum or ever fulfilled
his promise aforesaid - but unjustly neglects
it to the Damage of the said Thimmas the Sum of
Ten Pounds lawful Money. - The Parties sworn

White
v
Billings
1896

appear & agree it is considered by the Court that they
have Day here until the third Tuesday of May next
Moses White of Hadley in the County of Hampshire
Yeoman Plaintiff is Joel Billings of Amherst in the
County aforesaid Defendant in a Plea of Traypass
on the Case for that whereas the said Moses at Hadley
aforesaid on the first Day of August last past was
possessed of one certain Brown Huffer with a Crop in
off Ear of the Price of seven Pounds as of his own property
Huffer & being so possessed of the Huffer aforesaid there
afterwards to wit on the same first Day of August aforesaid
the said Huffer out of his possession casually came
which said Huffer into the Hands of possession of the said
Joel Billings by finding came - nevertheless the
said Joel knowing the said Huffer to be the proper
Goods & Chattels of him the said Moses and to him
rightfully to belong & appertain & contriving & intending
the said Moses of his said Huffer subtilly to deceive as
a defrauder at the often requested hath not delivered
said Huffer to said Moses but there afterwards to wit
the first Day of December last past the said Huffer
vested & disposed to his own use & benefit contrary to
Law & to the Damage of the said Moses the Sum of
eighty Pounds lawful Money - The Defendant now
appears by Caleb Strong Esq^r & J. C. Williams Esq^r his
Att^y & the Plaintiff by Simon Strong Esq^r comes &
defends &c and for Plea says he is not guilty in
Manner & form as the Plaintiff in his declaration has alleged
and thereof puts himself on the Country and the
Jury likewise -

Whereupon the Jurors of the Jury according to Form and Effect of the Statute in such Case made and provided at this Time returned & impannelled being likewise demand come here who to say the Truth concerning the Premises being duly sworn & sworn upon their Oaths by Medad Alvord their foreman that the Deft is not guilty in manner & Form as the Puf in his Declaration against him has alleged — Therefore it is considered by the Court that the Deft do recover against Puf-Cost &c taxed at £3. 6. 2 —

Whereupon the said Moses by John Cheshin Williams Esq^r his Att^y comes into Court & appeals from the Judgement of this Court, to the Supreme Judicial Court to be holden at in & for the County of Hampshire on the Tuesday of April & he recognises with sureties as the Law directs for his prosecuting said appeal with Effect as by said recognises on File do appear —

Oleoth
v
Gaylord
No 97

Peter Oleoth of Norwich in the County of Windsor & State of Vermont Esq^r Puf v Oliver Gaylord of South Hadley in the County of Hampshire Yeoman Deft in a Plea of Trovassor on the Case for that whereas the said Peter Northampton on the first Day of August last past was possessed of two certain Mast Sticks or two certain Sticks of Timber, called Mast Sticks one of the said Sticks of the value of seventy Pounds & one Stick of the value of eighty Pounds said Sticks marked with the Marks of him the said Peter, and being so possessed of the said two Sticks of Timber then afterwards to wit on the same first Day of August aforesaid the said Sticks of Timber a full Year out of his possession both of which said Sticks of Timber into the Hands & possession of the said Oliver by sending same: nevertheless the said Oliver knowing the said Sticks of Timber to be the proper Goods & Chattels of the said Peter & to him rightfully to belong & appertain and contriving & intending the said Peter of both his said Sticks of Timber subtilly to deceive & defraud altho often requested hath not yet delivered said Sticks of Timber or either of them to the said Peter but then

afterwards to wit on the first Day of November last
pass the said Sticks converted & disposed to his own
and Benefit — contrary to Law and to the Damage
the said Peter the Sum of one hundred & fifty Pounds
lawful Money — The Parties severally appear & agree
to have this Case Continued. — Therefore it is considered
by the Court that they have Day here until the
third Tuesday of May next —

Yash
Wright
12. 98

Noah Naph of Hatfield in the County of Hamp-
shire Husbandman Plf v. Selah Wright of Northam-
pton in the County of Hampshire Yeoman Defr
a Plea of the Case for that the said Selah (together with
Elijah Lyman) at Northampton aforesaid on the
seventh Day of January in the Year of our Lord one thou-
sand seven hundred & Eighty One by his Note of Hand
of that Date jointly & severally promised the said
Noah to pay him or his order twenty four Pounds
eight Shillings three Pence & three Farthings in Silver
money on demand with the lawful Interest for the same
Sum till paid: Yet the said Selah nor Elijah nor
either of them have ever paid the said Sum nor has
the said Selah or Elijah ever fulfilled his promise a-
foresaid but neglected it — to the Damage of the said
Noah the Sum of twenty seven Pounds lawful
money — The Plf appears by J. C. Williams Esq. his at-
torney and the Defr tho three times called to come into
Court makes default of appearance here — Therefore
it is considered by the Court that the said Noah
recover against the said Selah &c twenty six Pounds
one Penny lawful Money Damages & Cost of Court
taxed at £1. 2. 10 — Whereupon the said Selah by John
Phelps Genl. his Att. comes into Court & appeals from
the Judgement of this Court to the supreme Judi-
cial Court to be holden at Northampton in & forth
County of Hampshire on the last Tuesday of Apr-
il next — and he recognizes with sureties as the Law de-
rives for his presenting said appeal with Effert as
by said recognizance on File does appear —

Marth
Wright
N^o 99 ~

Daniel Marth of Hadley in the County of Hampshire
 shire Yeoman Def is Selah Wright of Northamp
 ton in the County aforesaid Husbandman Def
 in a Plea of the for that the said Selah at Northamp
 ton aforesaid on the fourteenth Day of August
 in the Year of our Lord one thousand seven hundred
 and eighty one by his Note of Hand of that Date for
 value received promised the said Daniel to pay him
 the Sum of Nine Pounds two Shillings & three Pence
 in Silver or Gold in nine Months from the Date of
 Note with the lawful Interest for the same Sum till
 paid: Yet the said Selah tho often requested hath
 never paid said Sum or ever fulfilled his Promise
 aforesaid - but unjustly neglects it - to the Damage
 of the said Daniel the Sum of Seven Pounds lawful
 Money John Def appears by J. C. Williams Esq^r his atty & the Dep^y the more times called to come
 into Court makes default of appearance herein Therefore it is considered by the Court
 that the said Daniel do recover against the said
 Selah the Sum of six Pounds six shillings & four Pence
 lawful Money Damages & Cost of Court taxed at one
 Pound two shillings & ten Pence lawful Money -
 Whereupon the said Selah by John Phelps Esq^r his atty
 comes into Court & appeals from the Judgement of this
 Court to the supreme judicial Court to be holden at
 Northampton in & for the County of Hampshire on
 the last Tuesday of April next & he recognizes with
 sureties as the Law directs for his prosecuting said ap
 peal with Expenses as by said Recognizance on File
 does appear ~

Field
Tusk
N^o 100 ~

Oliver Field of Dorfield in the County of Hampshire Trade
 Def is Jonathan Tusk of Pittsfield in the County of Bath
 shire Yeoman Def in a Plea of the Case for that the said
 Jonathan at Dorfield aforesaid on the seventh Day of
 August in the Year of our Lord one thousand seven
 hundred and seventy five by his Note of Hand of that
 Date for value received promised the said Oliver to
 pay him or his order on demand Two pounds sixteen
 Shillings & five Pence lawful Money with Interest
 for the same Sum till paid - Also for that the said
 Jonathan on the seventh Day of January last past by his
 other Note of Hand of that Date for value Received

Tuld
Fijh

promised the said Oliver to pay him or his order
the Sum of thirty nine Pounds two Shillings & ten pence
lawful Money on Demand with the the lawful In-
terest for the same — Yet the said Jonathan tho
often requested hath never paid said Sum or either
of them but unjustly neglects it — to the Damage of
the said Oliver the Sum of forty eight Pounds law-
ful Money — The Puf appears by John C Williams
Esq^r his Att^y & the Defendant tho three Times called
to come into Court makes default of appearance here
Therefore it is considered by the Court that the said
Oliver do recover against the said Jonathan the Sum
of forty five Pounds eleven Shillings & eleven Pence
lawful Money Damages & Cost of Court taxed at one
Pound thirteen Shillings — and thereof &c —

Exon Feb^r 25. 1703 —

Williams Esq^r
Moore
N^o 101 —

John Chis^t Williams of Hadley in the County of
Hampshire Esq^r Puf v Simon Moores of Springfield
in the County aforesaid Yeoman Deft in a Plea,
of the Case for that the said Simon at Hadley in
our County aforesaid on the twentieth Day of Janu-
ary in the Year of our Lord one thousand seven hun-
dred & seventy five by his Note of Hand of that date
for value Rec^d promised the John Chis^t to pay him
or his order the Sum of one Pound sixteen Shillings
and five Pence lawful Money on Demand with In-
terest meaning lawful Interest for the same Sum till
paid — Yet the said Simon tho often requested re-
quested hath never paid said Sum or ever fulfilled
his promised aforesaid but unjustly neglects it —
to the Damage of the said John Chis^t the Sum of
three Pounds lawful Money — The Puf appear
in his own Person & the the Deft tho three times
publicly called to come into Court makes default
of appearance here — Therefore it is considered by the
Court that the said John Chis^t do recover against the
Simon two Pounds fifteen Shillings & eleven Pence law-
ful Money Damages & Cost of Court taxed at £. 1. 6. & thereof &c —

Exon Feb^r 25. 1703 —

157

Idem
John Christo William of Hadley in the County of
Hampshire Esq^r Def^r is Thomas Montgomery of
Montgomeryham in the County aforesaid Yeoman Def^r in of the
No 102 Case for that the said Thomas at Hadley aforesaid on the
ninth Day of November in the Year of Lord one thousand
seven hundred & eighty one by his Note of Hand of that
Date for value received promised the said William
to pay him or his order the Sum of two Pounds one
Shilling & four Pence Silver Money on Demand with the
lawful Interest for the same till Paid & yet the said
Thomas tho often requested hath never paid said Sum
of ever fullfilled his promise aforesaid but unjustly
neglects it - to the Damage of the said John Christo
the Sum of four Pounds lawful Money & The Def^r
appears in his own Person and the Def^r tho thr a Times
called to come into Court makes default of appearance
here & Therefore it is considered by the Court that the
said John Christo do recover against the said Thomas
two Pounds four Shilling & five Pence lawful Money
Damages & Cost of Court taxed at £ 1. 10. 6 ~~with interest~~
The said Thomas by Simon Strong Esq^r his Att^y comes
into Court & appeals from the Judgement of this Court
to the supreme judicial Court to be holden at North
in and for the County of Hampshire on the last
Tuesday of April next, and he recognizes with sure-
ties as the Law directs for his prosecuting said Appeal
with Effuz as by said Recognizance on File do appear.

Idem
Hawley
No 103 John Christo William of Hadley in the County of Hamp-
shire Esq^r Def^r is David Hawley of Amhurst in the County
aforesaid Yeoman Def^r in a Plea of the Case for that the
said David at Hadley aforesaid on the first Day of
Feb^r in the Year of our Lord one thousand seven hundred
and seventy four by his Note of Hand of that Date for va-
lue received promised the said John Christo to pay him
or his order the Sum of two Pounds five Shillings & two
Pence lawful Money on demand with the lawful Interest
till paid - The Def^r appears in his own Person & the Def^r
tho thr a Times called to come into Court makes default of
appearance here & Therefore it is considered by the Court that
the said John do recover against the said David two pounds five
shillings & eight pence of lawful Money Damages & Cost of
Court taxed at £ 1. 10. 2 & the of &c.

Cady
Briggs
N^o 10th

Jason Cady of Shelburne in the County of Hampshire
Yeoman Puf is Ebenezer Briggs of Pelham in the same
County aforesaid Yeoman Deft in a Plea of ^{Traverse} ~~the~~
~~that the~~ on the Case for that the said Ebenezer at Shu-
bury in the County aforesaid on the nineteenth Day of
July in the Year of our Lord one thousand seven hun-
dred & seventy six by his Note of Hand of that Date for
value received promised the said Jason Cady to pay him
or his Order seven Pounds fifteen Shillings lawful Mo-
ney at one Year from the Date of said Note with Inter-
(meaning lawful Interest) for the same till paid —
Yet the said Ebenezer tho thereto often requested has
never paid the Contents of said Note or ever fulfilled
his promise aforesaid — but unjustly neglected it — to
the Damage of the said Jason the sum of Ten Pounds
The Puf appears by J. C. Williams his atty & the Deft the
thru times called to come into Court make de-
fault of appearance here — Therefore it is con-
sidered by the Court that the said Jason do recover
against the said Ebenezer, the sum of seven pounds
lawful Money Damages & Costs of Court taxed at
£ 1. 10. 0 — The Deft by Joseph Clark Gen^l his atty
comes into Court & appeals from the Judgement of
this Court to the supreme judicial Court to be hold-
en at Northampton in & for the County of Hampshire
on the last Tuesday of April next & he recognizes with
sureties as the Law directs for his prosecuting said Appeal
with Effect as by said recognizance on File does appear

Cook
Dana
10. 185-

Moses Cook Jun^r of Amherst in the County of Hamp-
shire Sadler Puf is Daniel Dana of Colrain in the
same County aforesaid Yeoman Deft in a Plea of the
Case for that the said Daniel at Amherst aforesaid on
the fifteenth Day of February in the Year of our Lord
one thousand seven hundred & eighty two by his Note of
Hand of that Date for value received promised the said Moses
to pay him or Order the sum of four Pounds seventeen
Shillings in Gold or Silver on Demand with Lawful In-
terest for the same till paid — Yet the said Daniel
tho often requested hath never paid said sum or ever full-
filled his promise aforesaid but neglected to do it —

To the Damage of the said Moses the Sum of Seven 148
Pounds lawful Money. The Def^t appears by John Ches-
Williams Esq^r his Att^y & the Def^t the more for called
to come into Court makes default of appearance here.
Therefore it is considered by the Court that the said Mo-
ses do recover against the said Daniel the Sum of five
Pounds two Shillings & ten Pence lawful Money Damage
and Cost of Court taxed at £1. 8. 6 and there of 8/-
Exon^o 1^o Feb^r 25th 1783

Henry
v
Smith
No 106

Josiah Henry of South Hadley in the County of Hampshire
Yeoman Def^t v Israel Smith of Brattleborough in the
County of Windham & State of Vermont Gent^l Deftⁿ
a Plea of Treppass on the Case for that the said Israel
at South Hadley aforesaid on the first Day of January
in the Year of Lord one thousand seven hundred &
eighty two was justly indebted to the said Josiah in the
Sum of thirty three Pounds eighteen Shillings & three Pence
for sundry Articles of Book Accounts according to the
hitherto annexed in the said Israel then & there in con-
sideration thereof promised the said Josiah to pay him
the same Sum on Demand. Also for that whereas the
said Josiah at South Hadley aforesaid on the first Day
of January aforesaid had sold & delivered him the said
Israel sundry Goods Wares & Merchandizes at the said Is-
raels special Instance & request, he the said Israel then
and there in consideration thereof promised the said Jo-
siah to pay him so much Money as the said Good Wares
and Merchandizes so sold & delivered as aforesaid were rea-
sonably worth at the Time of the Sale & Delivery thereof
whenever after he should be thereto requested and the
said Josiah saith the Goods Wares & Merchandizes were
so sold & delivered as aforesaid were reasonably worth at
the Time of the ~~Sale~~ delivery thereof another Sum of
thirty three Pounds eighteen Shillings & three Pence -
yet the said Israel tho often requested hath never paid ei-
ther of said Sums or ever fulfilled either of his promises
but unjustly neglected it to the Damage of the said Josiah the Sum
of thirty Pounds. The Parties severally appear & agree that
this Case be continued to the next Term - It is therefore con-
sidered by the Court that they have Day here until the third
Tuesday of May next.

Denio
Hoyter
No 107

Battis Denio of Grunfield in the County of Hamp-
shire Yeoman Plaintiff is Clerk^e Foster of Barnardstown in
County aforesaid Yeoman Defendant in the a Plea of the
Case for that the said Clerk^e at said Grunfield on the
seventeenth Day of May in the Year of Lord one thousand
seven hundred & eighty two by his promisory Note of
Hand of that Date for value received promised the said
Battis to pay him or his Order the Sum of five Pounds-
ten Shillings Lawful Silver Money on demand with the
lawful Interest for the same till paid - Yet the said
Clerk^e tho often there to requested hath never paid said
Sum or ever fulfilled his promise aforesaid but unjustly
neglects it - to the Damage of the said Battis the Sum
of Eight Pounds - The Def appears by John Chester
William Esq^r his atty & the Def^t tho thre Times pub-
licly called to come into Court make his default & of
appearance here - Therefore it is considered by the
Court that the said Battis do recover against the
Clerk^e the Sum of five Pounds fourteen Shillings and
eleven Pence Lawful Money Damages & Cost of Court
taxed at £ 1. 12. 2 - & there of - Given in Feb 25 1783 -

Stone
White
No 108

John Stone of Hatfield in the County of Hamp-
shire Trader Plaintiff is Simon White of Williams
burgh in the same County of Hampshire Yeoman
Defendant in a Plea of the Case for that the said
Simon at Hatfield aforesaid on the first Day of Au-
gust in the Year of our Lord one thousand seven hun-
dred & eighty by his promisory Note of that Date for
value received promised the said John to pay him
or his order two Pounds five Shillings in Silver or
the Rate of six Shillings & eight Pence an ounce on
demand with the lawful Interest for the same Sum
till paid - Yet the said Simon tho often requested hath
never paid said Sum or ever fulfilled his promise a-
foresaid but unjustly neglects it - to the Damage of the
John the Sum of thre Pounds - The Def appears by
John Chester William Esq^r his atty and the Def^t
tho thre Times called to come into Court makes

default of appearance here ~ Therefore it is con sidered by the Court that the said John do recover against the said Simon two Pounds six shilling & five Pence Damages & Cost of Court taxed at £1.4.2 and thereof &c ~
Exon'd Feb 25 1783 169

Cook
Hamilton
No 109

Elisha Cook of Hadley in the County of Hampshire Gent^l vs Robert Hamilton of Chesterfield in the County aforesaid Yeoman Deft in a Plea of the Case for that the said Robert at Hadley aforesaid on the twenty ninth Day of July in the Year of our Lord one thousand seven hundred & sixty three by his promisory Note ^{of Hand} of that Date for value received promised the said Elisha to pay him four Pounds (meaning Lawful Money) within six Month from the Date (meaning from the Date of said Note with the lawful Interest after said six Months till Paid) Yet the said Robert tho often thereto requested hath never paid said Sum or ever fulfilled his promise aforesaid but neglects in to the Damage of the said Elisha the Sum of nine Pounds Lawful Money ~ The Parties severally appear & agree that this Case be continued to the next Term ~ Therefore it is considered by the Court that they have Day here until the third Tuesday of May next ~

Amory
Hunt
No 110

Thomas Amory of Borton in the County of Suffolk Distiller vs Samuel Hunt of Chesterfield in the County of Hampshire Yeoman Deft in a Plea of the Case for that the said Samuel at Northampton in our County of Hampshire on the last Day of November last past in consideration that the said Thomas had before that time there sold & delivered him the said Samuel at his the said Samuel's special Instance & request sundry Goods Wares and Merchandizes undertook & to the said Thomas then and there faithfully promised that he would well & truly pay and satisfy unto the said Thomas so much money as the same Goods Wares & Merchandizes were reasonably worth at the time of the said sale & delivery whenever afterwards he the said Samuel should be thereto requested & the said avers that the same Goods Wares & Merchandizes were at the time of their said sale & delivery as aforesaid reasonably worth the Sum of nintun Pounds four shilling (9)

Amory

Hunk

and two Pence lawful Money to wit at Northampton
aforesaid whereof the said Samuel then & there instantly
had Notice is also for that whereas the said Samuel at
Northampton aforesaid on the first Day of December Inst.
was justly indebted to the said Thomas in other Sum of
thirteen Shillings and sixpence for so much Money before
that Time advanced & paid for him the said Samuel
at his the said Samuels special Instance & request the
said Samuel then & there in consideration thereof prom-
said Thomas to pay him the last said Sum on Demand.
Yet the said Samuel tho thereto often requested hath never
paid either of said Sums or ever fulfilled either of his
promises but unjustly neglects it - to the Damage of the
Thomas the Sum of twenty one Pounds lawful Money -
The Def appears by John Croston Williams Esq^r his
Att^y & the Def^t tho three Times called to come into Court
make default of appearance here - Therefore it is con-
sidered by the Court that the said Thomas do recover
against the said Samuel Twenty Pounds seven shilling
and eight Pence lawful Money Damages & Cost of
Court taxed at £2.9.0 and thereof &c
Exon in Feb - 25 1783

Idem
Russell

N^o 111

Thomas Amory of Boston in the County of Suffolk
Distiller Def is Jonathan Russell of Dorfield in the
County of Hampshire Yeoman Deft in a Plea of the
Case for that the said Jonathan at Boston to wit at North-
ampton on the twenty second Day of January in the
Year of our Lord one thousand seven hundred & twenty
four by his Note of Hand of that Date for value received
promised the said Thomas to pay him or his order on
demand three Pounds seventeen Shillings & eight Pence
lawful money with Interest (meaning lawful interest
for the same Sum till Paid - Yet the said Jonathan
tho thereto ^{often} requested hath never paid the Contents of said
Note or ever fulfilled his promise aforesaid but neglects
it - to the Damage of the said Thomas the Sum of eight
Pounds lawful Money - The Def appears by John
Williams his Att^y & the Def^t tho three Times called to come
into Court makes default of appearance here -
Therefore it is considered by the Court that the said
Thomas do recover against the said Jonathan five Pounds
eighteen Shilling & ten Pence lawful Money Damages &
Cost of Court taxed at £2.1.8 and thereof &c
Exon in Feb^y 25 1783

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Kellogg
vs
Martindale
No 112

Moses Kellogg of Hadley in the County of Hampshire
Gent^r Puf vs Lemuel Martindale of Granfield in the
County aforesaid Yeoman Deft in a Plea of the Case for
that the said Lem^d at Granfield aforesaid on the four
teenth Day of September in the Year of our Lord one thou
sand seven hundred & eighty two one by his promisory
Note of Hand of that Date for value received the said
Moses to pay him or his order the Sum of fourteen Pounds
fourteen shillings Silver Money (meaning on demand)
with the lawful Interest for the same Sum till paid
Yet the said Lemuel tho after requested hath never
paid said Sum or ever fulfilled his Promise aforesaid
but unjustly neglects it - to the Damage of the said
Moses the Sum of Seventeen Pounds lawful Money
The Puf appears by John Chester Williams Esq^r his Att^r
and the Deft tho three Times called to come into Court
makes default of appear here - Therefore it is consider
ed by the Court that the said Moses do recover against
the said Lemuel fifteen Pounds eighteen Shillings &
eleven Pence lawful Money Damages and Cost of
Court taxed at £ 1. 6. 10 and thereof &c
Exon is Feb 7 25 1783

Starks
vs
Alvord
No 113

Silas Starks of Granfield in the County of Hampshire
Laborer Puf vs Caleb Alvord of the same Granfield and
County aforesaid Yeoman Deft in a Plea of the Case for
that the said Caleb aforesaid did at Granfield aforesaid
on the sixth Day of May in the Year of Lord one thousand
seven hundred & eighty two by his Note of Hand of that
Date for value received promised said Silas to pay him
or his order the Sum of eight Pounds ten Shillings lawful
Money or Wheat equivalent in seven Month from the Date
of the said Note with the lawful Interest for the same
Sum till paid - Yet the said Caleb tho after three Times re
quested hath never paid said sum or Wheat or ever fulfilled
his promise aforesaid but neglects it - to the Damage of
the said Silas the Sum of ten Pounds - The Puf appears by
John Ches^r Williams Esq^r his Att^r & the Deft tho three Times called
to come into Court makes default of appearance here - Therefore
it is considered by the Court that the said Silas do recover against
the said Caleb eight Pounds seven shillings & seven Pence lawful
Money Damages and Cost of Court taxed at £ 1. 10. 10
and thereof &c
Exon is Feb - 25 - 1783

Cole
Dana
No 11h ~

Thomas Cole of Pelham in the County of Hampshire
Laborer Def is Daniel Dana of Coldrain in the same
County of Hampshire Husbandman Defr in a Plea of
the Case for that the said Daniel at Coldrain aforesaid
on the last Day of July in the Year of our Lord one thou
sand seven hundred & eighty two was justly indebted
to the said Thomas in the Sum of three Pounds fourteen
Shillings to ballance Book accounts according to the Sch
dule hereto annexed - he the said Daniel then & there
in consideration thereof promised the said Thomas to pay
him the same Sum on demand: Also for that whereas the
said Thomas at Coldrain aforesaid on & before the last Day
of July aforesaid at the special Instance & Request of him
the said Daniel had done & performed for him the said
Daniel two Months & a half Work he the said Daniel then
and there in consideration thereof promised the said
Thomas to pay him so much Money as he the said Tho
mas reasonably deserved to have for the Work & Labor so
done & performed as aforesaid when ever after he should
be thereto requested and the said Thomas saith here
reasonably deserved to have for the Work & Labor so done and
performed as aforesaid other Sum of five Pounds four
shillings Silver Money of which the said Daniel then
instantly had Notice and then & there in consideration
thereof promised the said Thomas to pay him the said
Sum on demand: Yet the said Daniel tho thereto often
requested hath never paid said sums as ever fulfilled
either of his said Promises but unjustly neglects it
to the Damage of the said Thomas the Sum of five
Pounds lawful Money The Def appears by John Chris
William Esq^r his Att^r & the Defr tho three Times called
to come into Court makes default of appearance here
Wherefore it is considered by the Court that the said
Thomas do recover against the said Daniel the Sum of
three pounds fourteen Shillings lawful Money Damages
and cost of Court taxed at £ 1. 10. 0 ~ & thereof & Costs
Exon ip^d Feb - 25 1783 ~

Boltwood's Ex^r Mary Boltwood Widow & Elizabeth Boltwood both of Amherst
Pekinses Ex^r in the County of Hampshire & Ex^r of the last Will & Test
ment of Solomon Boltwood late of Amherst aforesaid de
f is Nathan Perkins of Amherst in the County of

No 11h ~

Blacksmith Adm^r on the Estate of Benjamin Benson late of Amherst 151
aforesaid dec^d & in said Capacity Deft^r in a Plea of the Case for Debt &
Benjamin aforesaid on April 4. 1774 by his Note for Value
received & promissed & delivered to said Deft^r in order to pay the said
& four pence on Demand with Interest 'Also in that & delivered to him
aforesaid at the Request of the said Benjamin on April 30th 1774 had sold and
delivered to the said Benjamin & under Goodwill he said Benson & that
in Consideration thereof, promised & delivered to said Benjamin
Money as & Goods he were worth at the Time of the said Delivery thereof
whenever he should be thereto requested & said Deft^r say said Goods were
worth Ninety pounds & seventeen Shillings & said Benjamin the
requested in his Life time nor said Nathan since his Death & said
after said Deft^r he said Benjamin & delivered to said Mary & Ebenezer
his & Executors since his Death both together to the said Deft^r
said Mary & Ebenezer Twenty five pounds — The Deft^r appear in the
said Nathan the three times called to come into Court makes Default &
appearance here. Wherefore it is considered by the Court that the
Mary & Ebenezer in their said Capacity do recover against the
Nathan in his said Capacity Twenty one pound Twelve Shillings &
Six Pence Damages & Costs of Suit towards £15.6

But it is ordered that no Execⁿ be issued out on the Judgment aforesaid
without further Consideration & afterwards it is ordered that
the said Mary & Ebenezer may have their Execⁿ

Hannum Rachel Hannum of Belcherstown in the County of Hamp
shire Widow Def^r is Jonathan Bridges of the same Bel
cherstown in the County aforesaid Yeoman Deft^r in a Plea
No 116 that he render her five hundred Pounds which to her he owes
and ^{from her} unjustly detains and whereon the said Rachel says that
the said Jonathan at Northampton aforesaid on the twenty
second Day of July in the Year of our Lord one thousand
seven hundred & seventy nine by his Bond & writing, under
his Hand & Seal of that Date in Court to be produced ac
knowledgeed himself to be holder to the said Rachel in
in the said sum of five Hundred Pounds lawful Money to
be paid to the said Rachel on demand: Yet the said
Jonathan tho often requested hath never paid or rendered
the same to the said Rachel or any Part thereof but wholly
refuses to do so to the Damage of the said Rachel the sum of
three hundred Pounds — The Parties appear & on a Motion of the
Deft^r agree that this Case be continued to the next Term —
It is therefore considered by the Court that they have Day
here until the third Tuesday of May next,

Billings
v
Hind,
No 117

Benjamin Billings of Belchertown in the County of
Hampshire Yeoman Def v Joseph Hind of Granwich in
the County aforesaid Husbandman Defr in a Plea of
the Case for that the said Joseph at Belchertown afo-
said on the twenty ninth Day of August in the Year
of our Lord one thousand seven hundred & seventy four
by his Note of Hand of that Date for value received prom-
ised the said Benjamin by the Name of Benjamin Bi-
ling Jun^r to pay him the Sum of one Pound nineteen
Shillings lawful Money on demand with the Lawful
Interest for the same Sum till paid - Also by his other
Note of Hand of the same Date for value received promised
the said Benjamin to pay him other Sum of one Pound fif-
teen Shillings & eight Pence lawful Money on demand
with the lawful Interest for the same till paid - Also
by his other Note of Hand of the same Date for value re-
promised the said Benjamin to pay him another Sum
of thirteen Shillings & four Pence lawful Money on dem-
with the lawful Interest for the same Sum till paid: Also
by his other Note of Hand of the same Date for value re-
promised the said Benjamin to pay him other Sum of ten
Pounds lawful Money on demand with the lawful Interest
for the same Sum till paid: Yet the said Joseph tho often
requested hath never paid either of said Sums or ever ful-
filled either of his said Promises but unjustly neglects it
to the Damage of the said Benjamin the Sum of Ten
Pounds lawful Money - The Def appears by John
Chister Williams Esq^r his Att^y & the Defr tho thrice
called to come into Court makes default of appear-
ance here - therefore it is considered by the Court
that the said Benjamin do recover against the said
Joseph the sum of nine Pounds thirteen Shillings and
two pence lawful Money Damages & Cost of Court
taxed at £1. 3. 4 - & thereof he Execn is Feb 25 1783

Baltwood Ex^{or} Mary Baltwood widow & Ebenezer Baltwood Gen^l bot.
Hubbard Ex^{or} of Arrherish in the County of Hampshire & Es^{or} of the
last Will & Testament of Solomon Baltwood late of
Concord aforesaid Gen^l deceased Def v Israel Hub-
bard of Lewisth in the aforesaid County Yeoman & Execn^t
of the last Will & Testament of Joseph Hubbard late of Lewisth

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aforesaid deceased Gen^d Deft in a Plea of the Case for that
the said Joseph in his Life time to wit at Amhurst aforesaid
on the twentieth Day of August in the Year of our Lord one
thousand seven hundred & seventy two by his promisory
Note of Hand of that Date for value received promised the
said Solomon then living to pay him the Sum of one
Pound twelve Shillings lawful Money on demand with the
lawful Interest for the same Sum till paid & also for that
whereas the said Joseph at Amhurst aforesaid on the last
Day of June in the Year of our Lord one thousand seven
hundred & sixty four was justly & indebted to the said Solomon
(both said Solomon & said Joseph then living) in the Sum
of three Pounds eight Shillings & four Pence lawful Money
to ballance Book accounts, he the said Joseph then & there in
consideration thereof promised promised said Solomon to
pay him the same Sum on demand: Yet the said Joseph
tho often requested while living nor said Israel his Ex^r
since his Death ever paid either of said Sums to the said
Solomon while living nor to said Mary & Ebenezer said
Solomons Ex^rs since his Death or ever fulfilled his pro
mise aforesaid but neglected it to the Damage of the said
Mary & Ebenezer in said Capacity the Sum of Eight Pounds
The Puf appears by John Chester Williams Esq^r his Atty
and the Deft tho three Times called to come into Court
makes default of appearance here
Therefore it is considered by the Court that the said
Puf do recover against the Deft

Damages and Cost of Court taxed at £
and there of &c

Stone John Stone of Hatfield in the County of Hampshire Tra
der Puf is Jonathan Russell of Dursfield in the same County
Russell
A^o 119^m aforesaid German Deft in a Plea of the Case for that the said
Jonathan at Hatfield aforesaid on the nineteenth Day of Au
gust in the Year of our Lord one thousand seven hundred &
seventy nine by his Note of Hand of that Date for value received
promised the said John to pay him the Sum of thirtynine
Pounds lawful Money on demand meaning with the lawful
Interest for the same Sum till paid & Yet the said Jona
than tho often requested afterwards hath never paid said Sum
or ever fulfilled his promise aforesaid but neglected to do it.

To the Damage of the said John the Sum of three Pounds lawful Money ~ The Def appears by John Chester William Esq^r his Att^y & the Deft tho tho th^r times called to come into Court makes default of appearance here ~ therefore it is considered by the Court that the said John do recover against the said Jonathan the Sum of two Pounds fifteen shillings & seven Pence lawful Money Damages & Cost of Court taxed at one pound four shillings & eight Pence lawful Money and thereof &c - - - Exon ip^s - Feb^y 25 1783 ~

Owens & al
" Babbitt
N^o 120 ~

Thomas Owen Esq^r Solomon Owen Gen^l & Daniel Owen all of Glouster in the County of Providence & State of Rhode Island & Providence Plantations Defs v Elkanah Babbitt of Brookfield in the County of Worcester Cause wright Deft in a Plea of the Case for that the said Elkanah at 9^o to wit at Northampton on the twelfth

ty sixth Day of September in the Year of our Lord one Thousand seven hundred & seventy six by his Note of Hand of that Date by him subscribed for value received promised the Defs by the Name of Thomas Owen & al to pay them the Sum of twelve Pounds twelve shillings lawful Money in three Month & if not paid at that Time then Interest till paid ~ Yet the said Elkanah tho said Term of ~~the~~ three Month has long since expired & tho often requested has never paid the same but neglects and refuses so to do ~ to the Damage of the said Thomas & Daniel the Sum of twenty Pounds ~

The Defs appear by ^{Dwight Foster Esq^r} ~~James Foster Gen^l~~ their Att^y & the Deft tho th^r times called to come into Court makes default of appearance here ~ Therefore it is considered by the Court that the Defs do recover against the Deft the Sum of seventeen Pounds three shillings & three Pence lawful Money Damages and Cost of Court taxed at £2:2:10 ~ & thereof &c ~

Exon is Feb 20 1783

Hitchcock David Hitchcock of Brookfield in the County of Worcester Gen^l Def v Reuben Lidy of Wilbraham in the County of Hampshire Yeoman Deft in a Plea of the Case for that the said Reuben at Brookfield

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to wit at Northampton on the sixth Day of April in
the Year of our Lord one thousand seven hundred & seventy
three by his Note of Hand of that Date for by him sub-
scribed for value received promised the Puf to pay him
or his order one Pound eleven Shillings lawful Money
on demand with Interest till paid: Yet the said Ruben
ben tho often requested hath never paid the same but
refuses so to do ~ to the Damage of the said David the
Sum of seven Pounds ~ The Puf appears by Dwight
Foster Esq^r his Att^y & the Deft tho three times called
to come into Court makes default of appearance hereon
Therefore it is considered by the Court that the said
David do recover against the said Ruben the Sum of
two Pounds nine shillings & one Penny lawful Money
Damages & Cost of Court taxed at £1. 15. 2 ~ & there of
Execⁿ ip^d Feb 20 1703

Bridgham James Bridgham of Barton in the County Suffolk Esq^r
is
Polland
No 122. Puf is Benjamin Pollard of Palmer in the County
of Hampshire Gen^l Deft in a Plea of the fact for that the
said Benjamin at Northampton on the seventeenth
Day of November in the Year of our Lord one thou-
sand seven hundred & eighty one by his Note of Hand
of that Date by him subscribed for value received
promised the said James to pay him or his order the Sum
of four Pounds two shillings & three Pence lawful Mo-
ney on demand with Interest from the first Day of the
same November till paid ~ Yet the said Benjamin
tho often requested hath never paid the same or any part
thereof but unjustly neglects & refuses so to do ~ to the
Damage of the James the Sum of nine Pounds lawful
Money ~ The Puf appears by Dwight Foster Esq^r & the
Defendant tho three times publicly called to come into
Court makes default of appearance hereon It is there-
fore considered by the Court that the said James
do recover against the said Benjamin the Sum of four
Pounds eight shillings & six Pence lawful Money Da-
mages and Cost of Court taxed at £2. 15. 6 ~ & there of
Execⁿ ip^d Feb - 20 - 1703 ~

Foster
Polland
No 123. Dwight Foster of Brookfield in the County of Worcester
Esq^r Puf is Benjamin Pollard of Palmer in the County
of Hampshire Gen^l Deft in a Plea of the fact for that

Foster
Pollard.

the said Benjamin at Northampton aforesaid on the twentieth Day of September in the Year of our Lord one thousand seven hundred & eighty two by his Note of Hand of that Date by him subscribed for value received promised the Def^t to pay him or his order thru Pounds four Shillings & nine Pence lawful Money on demand with Interest till paid. Yet the said Benjamin tho often requested has never paid the same but wholly neglects it to the Damage of the said Foster the Sum of seven Pounds lawful Money. The Parties appear & on a motion of the Def^t agree that this Case be continued to the next Term. Wherefore it is considered by the Court that said Parties have Day here untill the Tuesday of May next.

Hooker
Jobes & al
N^o 12 h

Joseph Hooker of Granwich in the County of Hampshire Gen^l Def^t is Joseph Jobes ~~of the~~ Husbandman and Gideon Shaw Nailor both of Granwich aforesaid Def^t in a Plea of the Case for that the said Gideon & Joseph at Granwich aforesaid on the first Day of June in the Year of our Lord one thousand seven hundred & eighty two by his Note of Hand of that Date by him subscribed for value received, ^{saintly & generally} promised the Def^t to pay him or his order thirty one Pounds two Shillings and three Pence lawful Money with Interest at six per Centum till paid, meaning on demand. Yet the said Joseph & Gideon or either of them tho often requested have never paid the same but they & each of them neglect to do so to the Damage of the said Joseph the Sum of forty Pounds lawful Money. The Parties appear & on a motion of the Def^t agree that this Case be continued to the next Term Judgement then to be final. It is therefore considered by the Court that said Parties have Day here accordingly untill the third Tuesday of May next.

Bridgham
Sherman
N^o 12 h

James Bridgham of Boston in the County of Suffolk Esq^r Def^t is Beriah Sherman of Brimfield in the County of Hampshire Yeoman Def^t in a Plea of the Case for that the said Beriah at Brimfield aforesaid on the twenty first Day of Oct^r in the Year of our Lord one thousand seven hundred & eighty one by his Note of Hand &

that Date by him subscribed for value received promised 15th
the Puf to pay him or his order twenty two Pounds sixteen
Shillings & two Pence lawful Money (meaning lawful Silver
or Gold) with Interest on demand. Yet the said Beriah
tho often requested hath never paid the same but neglects it
to the Damage of the said James the Sum of thirty Pounds.
The Puf appears by Dwight, Foster Esq^r his A W & the Deft
tho three Times called to come into Court makes default
of appearance here. Therefore it is considered by the
Court that the said James do recover against the said Be-
riah twenty four Pounds ten Shillings & eight Pence law-
ful Money Damages & Cost of Court taxed at £2.16.0
and thereof &c. Exon ip^o Feb 20 1703

Idem
Webber
No 126. James Bridgham of Boston in the County of Suffolk Esq^r
Puf is William Webber of Brimfield in the County of Ham-
pshire Yeoman. Dct in a Plea of the Case for that the said
William at Northampton on the twenty sixth Day of
October in the Year of our Lord one Thousand seven hun-
dred & eighty one by his Vote of Hand of that Date by him
subscribed for value received promised the said James
to pay him or his order the sum of twenty five Pounds
nineten shillings & five Pence lawful Money (meaning
lawful Silver Money on Demand with Interest for the
same till paid. Yet the said William tho often request-
ed hath never paid the same but neglects it. The Puf
appears by Dwight, Foster Esq^r his A W & the Deft tho three
times called to come into Court makes default of appear-
ance here. Therefore it is considered by the Court that
the said James do recover against the the said William
the Sum of twenty seven Pounds eight Shillings & five
Pence lawful Money Damages & Cost of Court taxed at
£2.16.0. The Deft by Abner Morgan Esq^r his A W & com-
into Court & appeals from the Judgement of this Court
to the supreme Judicial Court to be holden at North-
ampton in and for the County of Hampshire on the last
Tuesday of April next and he recognises with Sureties
as the Law directs for his prosecuting said appeal with
Effect as by said Recognizance on File do appear.

With
Western
No 127. Joseph With of Granby in the County of Hampshire
Husbandman Puf is James Western Jun^r of New Braintree

With
is
Western

in the County of Worcester Gent^r Dyk in a Plea of the
Case for that the said James at said Granby on the four-
teenth Day of August last past by his Note of Hand of the
Date for value received promised the said Joseph to pay
him or his Order Nine Pounds ten Shillings lawful Mo-
ney in four Month from the Date of said Note with In-
terest for the same till paid ~ Yet the said James the
said Term of four Month has expired and though
often requested has never paid the same but neglects
it to the Damage of the said Joseph the Sum of sixteen
Pounds lawful Money ~ The Puf appears by Dwight
Foster Esq^r his Att^r & the Dyk the three Times called to
come into Court makes default of appearance here ~
Wherefore it is considered by the Court that the said
Joseph do recover against the said James the Sum
Nine Pounds fifteen shillings & nine Pence lawful
Money Damages & Cost of Court taxed at £1.9.9 ~
The Dyk by Thomas Gold Gent^r his Att^r comes into
Court & appeals from the Judgement of this Court to the
Supreme Judicial Court to be holden at Northampton
in and for the County of Hampshire on the last
Tuesday of April next & he recognizes with sureties
as the Law directs for his prosecuting said appeal
Effect as by said Recognizance on File does appear ~

Thompson
is
Patterson
No 120 ~

Noah Thompson of Palmer in the County of Hamp-
shire Yeoman Puf is Solomon Patterson of Ware in
the County aforesaid Yeoman Dyk in a Plea of the Case
for that the said Solomon at Palmer aforesaid on the
eleventh Day of July last past by his Note of Hand
of that Date by him subscribed for value received pro-
mised the said Noah to pay him or his order thirteen
Pounds & ten shillings in Silver Money in three Month
from the Date of said Note with Interest for the same till paid
Yet the said Solomon though often requested has never paid the same
but refuses so to do ~ to the Damage of the said Noah the Sum
of twenty Pounds ~ The Puf appears by Dwight Foster
Esq^r his Att^r & the Dyk the three Times called to come
into Court makes default of appearance here ~

Therefore it is considered by the Court, that the 3^d Nov^r 155th
do recover against the said Solomon the Sum of thirtun
Pounds ninctun shillings & four Pence Lawful Money Dam
ages & Costs of Court taxed at £ 1. 13. 0 ~~in~~
The Deft by Thomas Gold Gen^l his Att^y comes into Court &
appeals from the the Judgment of this Court to the
princ^l judicial Court to be holden at Northampton in and for
County of Hampshire on the last Tuesday of ^{April} ~~May~~ next and
he recognizes with sureties as the Law directs for his prosecu
ting said appeal with Eff^t as by said recognizance on Rec^d
dore appears ~~in~~

Bridgham James Bridgham of Boston in the County of Suffolk
Chapin & Co^s Esq^r P^r is Elijah Chapin Yeoman, Benjamin Morgan
Yeoman & Luther Chapin Yeoman all of Belcherstown in
the County of Hampshire Executors in their own wrong up
on the Estate of Thomas Chapin late of Belcherstown Yeoman
deceased & in said Capacity Deft - in a Plea of the Case for
that the said Thomas Chapin in his lifetime to wit on the
sixth Day of July in the Year of our Lord one thousand se
ven hundred & seventy at Northampton by his Note of Hand of
that Date for value received promised the said James Bridg
ham Esq^r (by the Name of James Bridgham Jun^r) to pay him
or his order the Sum of three Pounds four Shillings & five pence
half penny on demand with Interest - Also for that the
Thomas Chapin in his lifetime to wit on the twelfth Day
of October in the Year of our Lord one thousand seven hundred
and seventy five by his other Note under his hand for value
received at Northampton aforesaid promised one Simon
Burroughs to pay him or his order the Sum of eleven Shillings &
eight Pence Lawful Money upon demand with Interest to be
paid and the said Simon on the same Day & Year last afores^d
at Northampton aforesaid by his indorsement on the same
Note for value received ordered the Contents of said Note due
and unpaid to be paid to the P^r or his order of which the
said Thomas then & there immediately had Notice
reason of the premises being liable then & there in consideration
thereof promised the P^r to pay him or his order the Cont^{ts}
of the same Note last mentioned according to the Tenor thereof
of yet the said Thomas in his lifetime tho often requested
both never paid the same and the said Thomas hav
ing since deceased, the said Elijah Chapin Benjamin

Morgan & Luther Chapin have alienated & imbezilled the
Good & Chattels of said deceased before they had taken out
Letters of administration & exhibited a true Inventory of all
the known Estate of the said deceased to wit at Belcherton
aforesaid in the County aforesaid on the twenty fifth
Day of March last. whereby the said Elijah Benj^m and
Luther have become & do stand chargeable with the Payment
of the just Debts of the said - and being so chargeable of
towards there on the same twenty fifth Day of March last
promised the Puf to pay him the Contents of said Notes
on demand with Interest - Yet the said Elijah Benj^m
and Luther tho often requested have not paid nor either
of them paid the same but they and each of them ne-
glect and refuse so to do - to the Damage of the said
Bridgman the Sum of eight Pounds Lawful Money
The Puf appears by Dwight Foster Esq^r his A^t & and
the Def^t tho three times called to come into Court
makes default of appearance here - Therefore it
is considered by the Court the Puf do recover against
the Def^t five Pounds nine shillings & ten Pence law-
ful Money Damages and Cost of Court Taxed at 2:16:2-
and thereof &c - Execⁿ if^t Feb 20-1783

^{Spring}
Ely Esq^r Justin Ely of Westfield in the County of Hampshire
Loomise Esq^r Puf is Seth Loomise of the ~~same~~ Westfield ^{in the}
No 130 - County aforesaid Yeoman Dyth in a Plea of the Case
for that the said Seth at West Springfield aforesaid
on the twelfth Day of November in the Year of our
Lord one thousand seven hundred & eighty one by his
promissory Note in writing under his Hand of that Date
for value received the said Seth to pay him three
Pounds thirteen shillings in two Months at furth^r 2
from the Date of said Note with Interest which time
of payment is past - Yet the said Seth tho often
requested hath never paid said Sum & Interest to the
Puf but unjustly neglects it to the Damage of the said
Justin the Sum of four Pounds - The Puf appears in his
own Person and the Def^t tho three times called to come
into Court makes default of appearance here - Therefore it
is considered by the Court that the Puf recover against the Def^t
two Pounds eight shillings & four Pence Damages & Cost of Court Taxed at
£1.10.2- and thereof &c - Execⁿ if^t April 17-1783

Fowler
v
Coltten
N^o 131

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Biddad Fowler of Westfield in the County of Hamp-
shire Yeoman &uf is Charles Colton of Springfield
in the same County of Hampshire Gent Defr in a
Plea of the Case for that the said Charles at Springfield
aforesaid on the ~~last~~ eighteenth Day of September
in the Year of our Lord one thousand seven hundred
and seventy one by his promisory Note in writing
under his Hand of that Date for value there Received
promised the said Biddad to pay him fifty six Pounds
seventeen shillings & eight pence Lawful Money with
lawful Interest till Paid within two Years from
the Date of said Note which Time of payment is
past - Yet the said Charles tho often requested
shath never paid said Sum or Interest or any penny
thereof to the Plaintiff but unjustly neglects it
to the Damage of the said Biddad the Sum of one
hundred & ten Pounds. The Parties appear & on a
Motion of the Defr agree that this case be continued
to the next Term. Therefore it is considered by the
Court that the said Biddad do recover against the said
Charles have & ay here untill the Third Tuesday next
next.

Likes
v
Colburne
N^o 132

Samuel Likes of Springfield in the County of Hamp-
shire Yeoman &uf is Nathaniel Colburne of West
Springfield in the aforesaid County Yeoman & Abel
Colburne late of said West Springfield Labourer Defrs
in a Plea of the Case for that the said Nath^l & Abel at
said Springfield on the second Day of December in
the Year of our Lord one thousand seven hundred
and seventy one by their promisory Note under
their Hands of that Date for value received jointly
and severally promised the said Samuel Likes to pay
him Three Pounds ten shillings & five pence Lawful
Money by the first Day of April (meaning April
then next) with Interest till paid which Time of
payment is past - Yet said Nath^l & Abel or either
of them have never paid said Sum or Interest or any
penny thereof to the said Samuel Likes - but
they & each of them hitherto have & still do ne-
glect and refuse to do it.

To the Damage of the said Samuel Likes the Sum of
Eight Pounds lawful Money ~ The Puf appears by
Justin Ely Esq^r his Att^y & the Def^t tho^e three Times
called to come into Court makes default of appear-
ance here ~ Wherefore it is considered by the Court
that the said Samuel Likes do recover against the
said Nath^l & Abel five Pounds seventeen shillings &
ten pence lawful Money Damage & Cost of Court
taxed at £ 1. 10. 6 ~ & thereof &c ~ Exon^d Apr 17-1783 ~

Morgan Ex^r Hannah Morgan of Palmer in the County of Hamp-
shire Widow Executrix of the last Will & Testament of
N^o 133 ~ Jonathan Morgan late of Springfield in the County
aforesaid Yeoman deceased Puf is Elijah Alvord
of Granfield in the aforesaid County Gent^l Def^t
In a Plea of the Case for that the said Elijah at said
Springfield on the eighth Day of November in the
Year of our Lord one thousand seven hundred & sixty
two by his Note in writing under his Hand of that
Date for value received promised the said Jonathan
then living to pay him ten Pounds Nineteen Shillings
lawful Money by the first Day of May then next
which Time of payment is past - Yet said Elijah tho^e
often thereto requested never paid said Sum to the
said Jonathan in his Life Time - neither hath the said
Elijah ever paid the same to the Puf since the Death of
the said Jonathan tho^e often thereto requested - but hath
not and still doth neglect & refuse to do it - to
the Damage of the said Hannah in said Capacity
the Sum of Nineteen Pounds lawful Money ~
The Puf appears by Justin Ely Esq^r his Att^y & the
Def^t tho^e three Times called to come into Court
makes default of appearance here ~ Therefore
it is considered by the Court that the said Puf do
recover against the Def^t the Sum of Nineteen Pounds
five Shillings & one penny lawful Money Damages &
Cost of Court taxed at £ 1. 13. 4 ~ and thereof &c ~

Nash
Wait
N^o 134 ~ Aron Nash of Brattleborough in the County of Windham
and State of Vermont (or Territory of Land so called) Yeoman
Puf is Sariah Wait of Northampton in the County of

Nash
vs
Waith
No 134-

Hampshire Yeoman Deft in a Plea of Treppass 157
on the Case for that the said Josiah at Brattlebrough
to wit at Northampton aforesaid on the first Day of
March in the Year of our Lord one thousand seven hun-
dred and seventy five by his Note of Hand of that
Date for value received promised the said Aaron (by
the name of Aaron Nash Jun^r) to pay him the Sum
of seven Pounds lawful Money of the Bay (meaning
of the Commonwealth of Massachusetts) to be paid
in March then next with interest after six Months
Yet the said Josiah tho' often requested hath not
paid the Contents of the said Note to the said Aaron
or any Part thereof but unjustly neglects & refuses
to do it - to the Damage of the said Aaron Nash
the sum of Twelve Pounds lawful Money -
The Puf appears by Halib Strong Esq^r his Att^y &
the Deft tho' three Times called to come into Court
makes default of appearance here - Therefore
it is considered by the Court that the said Aaron
do recover against the said Josiah ten Pounds one
shilling & nine Pence lawful Money Damages & Costs
of Court taxed at £ 1. 12. 0 - & thereof &c
Exon iⁿ Mar 3 - 1783 -

Shephard
vs
Lyman
No 135-

Levi Shephard of Northampton in the County
of Hampshire Apothecary Puf vs Elijah Lyman
of Hadley in the County aforesaid Gen^r Deft of a
Plea for that he the said Elijah Warranted to him the
said Levi the parcels of real Estate hereafter mention-
ed & described, to wit such parcels of real Estate which
on the fifth Day of April in the Year of our Lord one
thousand seven hundred & seventy seven were truly
described as followeth that is to say a lot of Land in the
upper part of the common Field in Northampton afo-
said bounded southerly on Rainbow Path Westerly on
Elias Sheldons Land, Easterly on a Highway & Northwily
on Land of Solomon Stoderds Esq^r containing about
five Acres - Als another Lot of Land in that Part of
the said Common Field called Old Rainbow bound-
ed easterly on Connecticut River westerly on Rainbow
Hill northwily on M^r Gad Lyman's Land & southerly on
Jos. Roots Land containing nearly two Acres -

Shephard
Lyman

And also certain other parcels of real Estate, which on the seventh Day of the same April were truly deposed as follows that is to say a certain Homestead in Northampton whereupon the said Elijah then dwelt, together with the House & Barn & all the other Buildings standing thereon which lies on both sides of the Struck that lead by the House of Benj^d Sheldons then part of the said Homestead which lies on the southerly side of the said Struck & on which the said House now stand is bounded as follows to wit, Southeasterly on Joseph Alvords home Lot Southwesterly on Seth Lyman Land Northwesterly on the aforesaid Struck and Northeasterly on a Lane leading from the Struck aforesaid to the plain Road. The other part of said Homestead which lies on the Northwesterly side of the Struck aforesaid and on which the said Barn stand is bounded as follows to wit Southeasterly on the said Struck, Southwesterly on the said Seth Lyman Land, Northwesterly partly on John King Land and partly on Enoch Southwells Land and Northeasterly partly on John Wrights Land, & partly on a Highway And whereupon the said Levi saith that whereas the said Elijah was seized of the two first described parcels of Land with the appertinances in his demygn as of fee & being so thereof seized by his certain Dede of bargain & Sale acknowledged & registered as in & by an Law of this Commonwealth entitled an Act for registering of Deds & Conveyances is directed in Court to be to be produced the Date whereof is the first Day of April aforesaid granted bargained & sold to the said Levi the said two parcels of Land with ^{the} Appertinances to have & to hold to the said Levi his Heirs & Assigns forever & bound himself & his Heirs to Warrant to the same Levi his Heirs & Assigns the above said Tenements with the Appertinances of & all more forever by the said Dede And also whereas the said Elijah was seized of all

Shepherd
Lynwood

the other tenements above said with the appurtenances
names in his demesne as of fee & being so thereof seized
by his certain Deed of bargain & Sale acknowledged &
registered as abovesaid in Court to be produced the last
whereof is the abovesaid seventh Day of April granted
bargained & sold to the said Levi the abovesaid other
tenements with the appurtenances to have & to hold
to the said Levi his Heirs & assigns forever and bound
himself & his Heirs to warrant to the ~~same~~ ^{same} Levi his
Heirs & assigns the other tenements aforesaid with
the appurtenances ag^t all men forever by the said
Deed; ~~also~~ as by the two Deeds above mentioned now
fully appears. By virtue of which grants & Deeds of
Bargain & Sale acknowledged & registered as abovesaid
the said Levi was seized of all the abovesaid tenements
with the appurtenances in his demesne as
of fee & being so seized thereof a certain Richard
Smart brought ag^t him the said Levi before our
Court of Common Pleas holden at said Northampton
within & for the County of Hampshire on the second
Tuesday of November last an assize of Novel disseisin
of all the tenements aforesaid with the appurtenances
which said assize then & there depending—
the said Levi often required the said Elijah that he would
warrant to him the said Levi all the said tenements
with the appurtenances—nevertheless the said Elijah
hath heretofore denied to warrant to the said Levi
the said tenements with the appurtenances and still
denieth to do the same. Whereupon the said Levi
saith ^{that} he is the Ware and hath damage to the value of
Eight Hundred Pounds.
The Parties severally appear & it is considered by the
Court that they have Day here untill the third
Tuesday of May next.

Shepherd
Gaylord
No 136-

James Shephard of Northampton in the County of Hamp
shire Trader & Theodor Hopkins of Hartford in the

Shephard & al.
Gaylord
1801

County of Hartford & State of Connecticut. Trade
and Cattle Joint Traders Duff is Eliphalet Gaylord
late of South Hadley in the County of Hampshire Geo
man Deft in a Plea for that the said Eliphalet owes
to them the said James & Theodore four pounds four
Shillings & eleven Pence lawful Money which to them
he owes & from them ^{un}justly detain for this to wit
that whereas the said James and Theodore by the Consi
deration & Judgement of the Justices of the Inferior
Court of Common Pleas holden at Springfield within
and for the County of Hampshire aforesaid on the
last Tuesday of August in the Year of our Lord one
thousand seven hundred & twenty two recovered of the
said Eliphalet two pounds eight Shillings & five pence
lawful Money Damages & one Pound sixteen Shillings
and six Pence Cost of Suit ^{as} by the record of the
Judgement before our Justices of ~~the~~ ^{our} said Inferior
Court remaining fully appears which Judgement
is ^{still} in its full Force wholly unsatisfied, unrewarded
and unpaid, for altho the said James & Theodore have
sued out three Writs of Excons on the Judgement
yet the same Writs have been long since returned in
to the Clerks Office of the said Inferior Court wholly
unsatisfied whereby Action has runned to the said James
and Theodore to demand & have of the said Eliphalet the
said Sum of four Pounds four Shillings & eleven pence
lawful Money & five Shillings & seven pence for the
Writ of Execution and also the Interest of the said Sum
since the said Eliphalet the after requested
hath not paid the said Sum or any part thereof to
the said James & Theodore or either of them but un
justly neglects & ~~denies~~ denies to do so to the Damage
of the said James & Theodore the Sum of twelve Pounds
lawful Money. The Duff appears by Caleb Strong Esq
his Att & the Deft tho three times called to come into
Court makes default of appearance here. Therefore it
is considered by the Court that the Duff do lie over
against the Deft seven Pounds five Shillings & six pence Damages
& Cost of Court taxed at £1, 0, 2 - and thereof &c -

Exon Jo. March 15 1703

Edward
Warner
No 137

Oliver Edwards of Chesterfield in the County of
 Hampshire Husbandman Def is Elijah Warner
 late of Chesterfield in the County aforesaid Husband
 man Deft in a Plea of Trespass on the Case for that the
 said Elijah at Chesterfield aforesaid on the twentieth
 Day of September in the Year of our Lord one thousand
 seven hundred & seventy seven by his Note of Hand
 of that Date for value received promised the said Oliver to
 pay him thirty Pounds on Demand with Interest;
 Yet the said Elijah tho often thereto requested hath
 not paid the Contents of the said Note to the said
 Oliver or any part thereof but unjustly neglected to
 do so to the Damage of the said Oliver the Sum
 of nineteen Pounds nineteen shillings lawful Money
 The Def appears by Caleb Strong Esq^r his Att^y & the
 Deft tho three times called to come into Court
 make default & of appearance here - Therefore
 it is considered by the Court that the said Oliver
 do recover against the said Elijah the Sum of seven
 ten Pounds lawful Money Damages & Cost of Suit
 taxed at £1. 6. 11 - and there of 8/-
 Exon is - May 29 - 1703

Clap
Bascorn
No 138

Eli Clap of Southampton in the County of Hamp
 shire Husbandman Def is Jonathan Bascorn late
 of Norwich in the County of Hampshire Husbandman
 Deft in a Plea of Trespass on the Case for that the
 said Jonathan at Southampton on the twenty
 first Day of May in the Year of our Lord one thou
 sand seven hundred & eighty one by his Note of Hand
 of that Date for value received promised the said Eli
 to pay him twenty Pounds ten shillings & nine pence
 lawful Silver Money on Demand with Interest till paid -
 Yet the said Jonathan tho often thereto requested hath
 not paid the Contents of the said Note to the said Eli
 or any part thereof but unjustly neglected to do so - to the
 damage of the said Eli the Sum of twenty five Pounds -
 The Def appears by Caleb Strong Esq^r his Att^y & the Def tho three
 times called to come into Court make default of appearance here -
 Therefore it is considered by the Court that the said Eli do recover against
 Jonathan twenty one Pounds nine shillings & two pence Damages &
 Cost of Court taxed at £1. 5. 6 and there of 5/- Exon is Feb 21 1703

Worthington John Worthington of Springfield in the County of
Smith Hampshire Esq^r Duf is Abner Smith of Murrayfield
No 139 in the County aforesaid Gent^l otherwise called Abner
Smith of Murrayfield in the County aforesaid Husbandman
Def^t in a Plea of Treppass on the Case for that the said Ab
ner at Northampton on the sixteenth Day of May in
the Year of our Lord one thousand seven hundred & eight
one by his Note of Hand of that Date for value received
promised the said John to pay him or his order the sum of
nine Pounds eleven Shillings & eleven Pence lawful
Silver Money on Demand with Interest for the same
till paid — Yet the the said Abner tho^t thereto often
requested has not paid the Contents of the said Note
to the said John or any part thereof but neglects &
refuses so to do — to the Damage of the John the
Sum of fourteen Pounds — The Duf appears by
Calif Strong Esq^r his Att^y & the D^{ist} the three times
called to come into Court — make default of appearance
here — Therefore it is considered by the Court that
the said John do recover against the said Abner the
the sum of ten pounds twelve Shillings lawful Mo
ney Damages & Cost of Court taxed at £ 1. 10. 6 —
and thereof &c — Exon^d Mar 15-1783 —

Leach Augustus Leach of Northampton in the County of Hamp
shire Husbandman Duf is Ebenezer Wills of Gran
field in the same County of Hampshire Gent^l D^{ist}
in a Plea of Treppass on the Case for that the said
Ebenezer at said Granfield on the fourth Day of
December in the Year of our Lord one thousand se
ven hundred & eighty one by his Note under his
Hand of that Date for value received promised the
said Augustus to pay him eight Pounds eight sh
illings meaning that Sum of Lawful Money on
demand with Interest till paid — also for that
the said Ebenezer at Granfield on the first Day of Oct
last past being justly indebted to the said Ebenezer
Augustus in another Sum of thirty six shillings law
ful Money for divers Work Labour & Service in journey

Leach
Wells

and transacting the Business of the said Ebenezer 160
done & performed before that Time by the said Augustus
for the said Ebenezer at his the said Ebenezer's special In-
stance & Request in consideration thereof the said Eben-
then & there undertook & to the said Augustus faithfully
promised to pay him the same Sum whenever after he
should be thereto requested ~ Also for that the said Eben-
at said Granfield on the first Day of Oct^r last past
being justly indebted to the said Augustus in another
Sum of thirty shillings lawful Money for the like
Sum of Money before that Time then laid out & expended
advanced disbursed and paid by the said Augustus for
the use of the said Ebenezer at his the said Ebenezer's
special Instance & Request in consideration thereof the
said Ebenezer then & there undertook and to the said
Augustus faithfully promised to pay him the same
Sum whenever after he should be thereto requested ~
Yet the said Ebenezer tho' often requested hath not
paid to the said Augustus the Contents of the said Note
or any part thereof nor hath he paid him either of the
Sum aforesaid nor any part of either of them nor any
way contented the said Augustus for either of his said
promises but unjustly neglects to do so to the Damage
of the said Augustus the Sum of twenty Pounds lawful
Money ~ The Def^r being now three Times called to come
into Court is Nonsuit & the Def^r defaulted and the
Action dismissed ~ ~ ~ ~ ~

Hastings
& al is
Smith
No 141

John Hastings of Hatfield in the County of Hampshire
Esq^r and Ephraim Wright of Northampton in the County
aforesaid, on our behalf Def^r is Abner Smith of Murrayfield
in the County of Hampshire Gentlemen Def^r in a Plea
of Treppass on the Case for that the said Abner at Northamp-
ton aforesaid on the ninth Day of July last past by
his Note under his Hand of that Date for value received
promised the said John & Ephraim to pay them
the Sum of twenty nine Pounds & fifteen shillings
in lawful silver Money at the end of three Months
from the Date of the said Note with the lawful
Interest thereof ~ Yet the said Abner tho' often
thereto requested hath not paid the Contents of the
said Note or any part thereof to the said John and

Ephraim or to either of them but unjustly neglects
and refuses to do it - to the Damage of the said John
Ephraim Committus as aforesaid the sum of forty
lawful Money in The Puf appears by Calib Strong Esq
his Att^y & the Def^t the thre Times called to come in.
Court makes default of appearance here - Therefore
it is considered by the Court that the Puf do recover
against the Def^t the sum of thirty Pounds fifteen sh
lings and nine Pence lawful Money Damages and
Cost of Court taxed at £ 1. 9. 0 and thereof
Exon ip^d -

Warther
vs
Warner
No 142

Elisha Mather of Northampton in the County of Ham
shire Yeoman Puf vs Joshua Warner of Williamsburg
in the same County of Hampshire Gentleman Def^t
in a Plea of Treppa on the Case for that the said Joshua
at Northampton aforesaid on the thirtieth Day of
September in the Year of our Lord one thousand seven
Hundred & seventy by his Note of Hand of that Date
for value received promised the said Elisha to pay him
or Order the sum of sixteen Pounds nine shillings
& nine Pence lawful Money or Demandors
lawful Interest till paid: Yet the said Joshua
the often thereto requested hath not paid the Content
of the said Note to the said Elisha or any part thereof
but unjustly neglects & refuses to do it - to the Da
mage of the said Elisha the sum of thirty two Pounds
lawful Money The Puf appears by Calib Strong

Esq^r his Att^y & the Def^t the thre Times called to come
into Court makes default of appearance here -
Therefore it is considered by the Court that the
said Elisha do recover against the said Joshua the
sum of twenty nine Pounds eight shillings
and three Pence lawful Money Damages and
Cost of Court taxed at £ 1. 2. 6 and thereof
Exon ip^d -

Mather vs
Kinney
No 143

Elisha Mather of Northampton in the County of
Hampshire Yeoman & Elizabeth his Wif Puf vs Daniel
Kinney of Northampton in the County aforesaid Yeoman Def^t

Mother & in a Plea of Trespass on the Case for that whereas
 is
 Jeremy the said Daniel the first Day of May last past at Worthing-
 ton aforesaid in consideration that the said Elisha &
 Elizabeth at the special Instance & request of the said
 Daniel had permitted him the said Daniel to have possession
 occupy & enjoy one third Part of the Farm with the
 appertinances in Worthington aforesaid of which Jeremy
 Jeremy late of Worthington aforesaid deced
 to with that third Part of the said Farm which was assign-
 ed to the said Elizabeth as Part of her Dowry in the estate
 of the said Jeremy from the first Day of May in the
 Year of our Lord one thousand seven hundred & eighty
 untill the said first Day of May last past assumed on
 himself and then & there faithfully promised the said
 Elisha & Elizabeth to them thereupon the Sum of eighteen
 Pounds lawful Money when he should be thereto after-
 wards requested — Also for that the said Daniel after-
 wards to wit on the first Day of May last past at Worthing-
 ton aforesaid in consideration that the said Elisha and
 Elizabeth at the like Instance & Request of the said
 Daniel had permitted him the said Daniel to have possession
 occupy & enjoy the use & Benefit of one other third Part
 of one other Messuage & Farm with the appertinances of
 them the said Elisha & Elizabeth situate & lying in Worthing-
 ton aforesaid for a long Time to wit for the space of
 two Years then last past assumed on himself and then said
 there faithfully promised the same Elisha & Elizabeth to
 pay them so much Money as they reasonably deserved to
 have therefor & the Lawful Interest of one half thereof
 from the first Day of May in the Year of our Lord one thou-
 sand seven hundred & eighty one & the Lawful Interest
 of the other half thereof from the first Day of May last
 and the same Elisha & Elizabeth aver that they there-
 fore reasonably deserved to have of the same Daniel an
 other Sum of eighteen Pounds lawful Money to wit at
 Worthington aforesaid whereof the said Daniel then af-
 terwards to wit the same Day had Notice Yet the said
 Daniel the after requested hath not paid either of
 the Sums aforesaid to the said Elisha & Elizabeth or any
 part thereof or any way performed either of his said
 promises but unjustly neglects & refuses to do it —

Martha Gal
4
Kinney

To the Damage of the said Elisha & Elizabeth his Wife
the Sum of twenty five Pounds lawful Money —
The Parties severally appear & agree to refer this
Case to the award & final determination of Nathan
Lager Esq^r Mag^r Nathan Branch & Ira Gatterell
who are ^{to} be the said Parties & the award of them or an
two of them is to be final to be returned into Court
Judgement to be made up & Execⁿ to issue accordingly
Now at this Time the Referees above mentioned bring
into Court the award as follows viz —

We the subscribers appointed Referees in an Action of the
Case betwixt Elisha Mother & Wife P^r & Daniel Kinney
Def^r having heard the Parties their Pleas, proofs &
allegations & considered the same do order that the said
Elisha & Wife do recover against the said Daniel the Sum
of eighteen Pounds Damages & Cost of Court & Cost of
this reference taxed at six Shillings — & here upon
it is considered by the Court that the said Elisha &
Wife do recover against the said Daniel eighteen p^r
Damages & Cost of Reference being six Shillings &
Cost of Court taxed at £ 1: 13: 0 — & thereof 9 —

Hodges
Dickinson
N^o 11, 12

Samuel Hodges of a Place called Little White Creek
in the County of Albany & State of New York Gen^r
P^r is Nathaniel Dickinson of Whately in the County of
Hampshire Blacksmith Def^r in a Plea of T^ryp^r
on the Case for that the said Nathaniel at a Place
called Little White Creek to wit^h at Northampton afo^r
said on the fourth Day of January in the Year of our
Lord one thousand seven hundred & eighty two by his
Note of Hand of that Date for value received pro-
mised the said Samuel to pay or deliver to him thi-
ty two Spanish Milled Dollars or the value thereof
in rock Salt on Demand and if paid in rock Salt
to be delivered at the said Hodges House and the
P^r aver that Spanish Milled Dollars are of the value
of six Shillings each & that he has always been ready at
the said Place of delivery to receive of the said Nath^l
the said Salt or Dollars — Yet the said Nath^l tho^o of the
thereto requested hath not paid the Contents of sd^d Note
delivered the said Salt or Dollars to the said Samuel or

any part thereof but unjustly neglects to do so -
 To the Damage of the said Samuel the Sum of fifty two
 Pounds Lawful Money - The Def^t appears by Caleb
 Strong Esq^r his Att^y & the Def^t tho three times called
 to come into Court makes default of appearance
 here - Wherefore it is considered by the Court that
 the said Samuel do recover against the said Nath^l
 the Sum of nine Pounds twelve Shillings Lawful Money
 Damages & Cost of Court taxed at £1. 15. 2 -
 and thereof &c -

Hamp^r
 Lyman
 No 145

Ebenzer Hunt of Northampton in the County of Hamp^r
 shire Gent^l Def^t is Elijah Lyman of Hadley in the
 County of Hampshire Gent^l Def^t in a Plea of the
 Case for that the said Elijah at Northampton afores^d
 on the eighteenth Day of ~~May~~ November last past
 by his Note of Hand of that Date for value received
 promised the said Eben^r to pay him or order on demand
 with interest thirty Pounds sixteen Shillings in lawful
 silver Money - Yet the said Elijah tho often requested
 hath not paid the Contents of the said Note to the
 said Ebenzer or any part thereof but unjustly
 neglects to do so to the Damage of the said Eben^r the
 Sum of forty Pounds Lawful Money -
 The Parties severally appear & it is considered by the
 Court that they have Day here untill the third Tuesday
 of May next -

Hamp^r Jun^r
 v
 Lyman
 No 146

Ebenzer Hunt Jun^r of Northampton in the Coun^{ty}
 of Hampshire Gent^l Def^t is Elijah Lyman of Hadley
 in the County aforesaid Gent^l Def^t in a Plea of Tr^{ans}
 pass on the Case for that the said Elijah at North
 ampton aforesaid on the twenty ninth Day of Janu^y
 last past by his Note for value rec^d promised the said Eben^r
 to pay him or order thirty seven Pounds four shillings &
 five Pence in Silver Money on Demand with Interest
 till paid - Yet the said Elijah tho often requested
 hath not paid the Contents of the s^d Note to the s^d Eben^r
 or any part thereof but neglects to do so to the Damage
 of the s^d Eben^r thirty four Pounds - The Parties severally
 appear & it is considered by the Court that the s^d Parties
 have Day here untill the third Tuesday of May next -

Wright
v
Lundem
No 147

Ephraim Wright of Northampton in the County of Hampshire Esq^r Plf^r vs Elijah Lyman of Hadley in the County of Hampshire Gen^r Dft^r in a Plea of Treppass on the Case for that the said Elijah at Northampton aforesaid on the fourteenth Day of March in the Year of our Lord one thousand seven hundred & seventy six by his Note of Hand of that Date for value received promised the said Ephraim to pay him the Sum of fifty three Pounds sixteen shillings & three pence lawful Money upon Demand with lawful Interest from the Date of said Note till paid: Yet the said Elijah tho often thereto requested hath not paid the Contents of the said Note to the said Ephraim or any Part thereof but unjustly neglects & refuses so to do — to the Damage of the said Ephraim the Sum of eighty Pounds lawful Money — The parties severally appear and it is considered by the Court that the said Parties have Day here untill the third Tuesday of May next —

Lyman
v
Lundem
No 148

Job Lyman of York in the County of York Plur^r vs Elijah Lyman of Hadley in the County of Hampshire Gen^r Dft^r in a Plea of Treppass on the Case for that the said Elijah at Ketterby to wth at Northampton aforesaid on the sixth Day of June in the Year of our Lord one thousand seven hundred & seventy one by his Note of Hand of that Date for value received promised the said Job to pay him or order the Sum of Dollars (meaning fourteen Dollars) within six Months from the Date of said Note & if not paid ~~that~~ then Interest for the same Sum till paid and the said Job avers that Dollars are a species of Silver Money worth six shillings each — Yet the said Elijah tho often thereto requested hath not paid the Contents of the said Note to the said Job or any part thereof but unjustly neglects and refuses to do it — to the Damage of the said Job the Sum of ten Pounds lawful Money — The Parties severally appear & it is considered by the Court that the said Parties have Day here untill the third Tuesday of May Next —

Ames & al
v
Lundum
No 149

Levi Shephard Gent^l & Ebenezer Hunt Jun^r Gent^l
both of Northampton joint dealers in Trade Puf
vs Elijah Lyman of Hadley in the County of Hamp
shire Gent^l Def^r in a Plea of Treppas on the Case
for that the said Elijah at Northampton aforesaid on
the eighteenth Day of November last past by his Note
of Hand of that Date for value received promised the
said Levi & Ebenezer by the Names of Shephard & Hunt
to pay them or Order on Demand with Interest nine
Pounds sixteen shillings & one penny in lawful
silver Money — Yet the said Elijah tho often re
quested hath not paid the Contents of the said Note
to the said Shephard & Hunt or any Part thereof but
unjustly neglects & refuses to do it — to the Damage
of the said Shephard & Hunt fourteen Pounds
lawful Money — The parties severally appear &
it is considered by the Court that they have Day
here untill the third ^{Tuesday} of May next —

Shephard
v
Lundum
No 150

James Shephard of Northampton in the County
of Hampshire Trader Puf vs Elijah Lyman of Hadley
in the County aforesaid Gent^l Def^r in a Plea of
Treppas on the Case for that the said Elijah at said
Northampton on the twenty fifth Day of April
in the Year of our Lord one thousand seven hun
dred & eighty by his Note of Hand of that Date for
value received promised the said James to pay
him the Sum of twenty Pounds twelve shillings &
two Pence half penny on Demand in Silver or gold
at the Rate of Silver at six shillings & eight pence
an ounce with Interest till paid: Yet the said
Elijah tho often thereto requested hath not paid the
Contents of the said Note to the said James or any
part thereof but unjustly neglects & refuses to do it
to the Damage of the said James the Sum of
twenty seven Pounds — The Parties severally ap
pear & it is considered by the Court that they
have Day here untill the Third Tuesday of May next.

Pomeroy
vs
E. Lyman
N^o 154

Quartus Pomeroy of Northampton in the County of Hampshire Gen^l Duf vs Elijah Lyman of Hadley in the County of Hampshire Gen^l Duf in a Plea that the said Elijah render to him the said Quartus the Sum of three hundred Pounds Lawful Money which he owes him & unjustly detains for this to wit that whereas the said Elijah on the Third Day of September in the Year of our Lord one thousand seven hundred and seventy eight at Northampton aforesaid by his certain writing obligatory sealed with the Seal of the said Elijah in Court to be produced the Date whereof is the Day & Year aforesaid acknowledged himself to be held & firmly bound to the said Quartus in the said Sum of three hundred Pounds to be paid to him the said Quartus when he the said Elijah should be there to afterwards requested nevertheless the said Elijah tho often requested hath not paid the said Sum of three hundred Pounds to the said Quartus or any Part thereof but withholds hath unjustly neglected & denied to do it - to the Damage of the said Quartus Pomeroy the Sum of three hundred Pounds Lawful Money - The Parties severally appear & it is considered by the Court that the said Parties have Day here untill the third Tuesday of May next -

Idem
vs
Eundem
N^o 152

Quartus Pomeroy of Northampton in the County of Hampshire Gen^l Duf vs Elijah Lyman of Hadley in the County of Hampshire Gen^l Duf in a Plea of Trespas on the Case for that the said Elijah at Northampton aforesaid on the eighth day of April in the Year of our Lord one thousand seven hundred & seventy four by his Note of Hand of that Date for value received promised the said Quartus to pay him or order the Sum of thirteen Pounds Lawful Money on Demand with Interest till paid - Yet the said Elijah tho often requested hath not paid the Contents thereof but neglected to the Damage of the said Quartus twenty six Pounds - The Parties severally appear & it is considered by the Court that the said Parties have Day here untill the third Tuesday of May next -

Wright 164
4 Ebenezer Wright Nathaniel Wright & Beldad Wright
Lyman all of Northampton in the County of Hampshire
No 153 Geoman Plea is Elijah Lyman of ~~Northampton~~ Hadley in
the County aforesaid Gen^l Dypt in a Plea of Trespass
on the Case for that the said Elijah Lyman & one Gi-
deon Lyman deceased whom the said Elijah hath sur-
vived at Northampton aforesaid on the first Day of
March in the Year of our Lord one thousand seven
hundred & sixty nine by their Note of Hand of that
Date for value received promised the said Eben^m
Nath^l & Beldad to pay to the said Eben^m Nath^l &
Beldad the sum of fourteen Pounds meaning lawful
Money by or before the first Day of June (then) next
and if not paid by that Time then Interest for the
same Sum of Money till paid & yet the said Gideon
and Elijah have not nor hath either of them paid the
Contents of the said Note to the said Eben^m Nath^l &
or to either of them or any part thereof in the Life Time
of the said Gideon nor hath the said Elijah paid the
same Contents or any part thereof after the Death
of the said Gideon to either of the said Pleas altho
to do it the said Gideon & Elijah were often requested
in the Life Time of the said Gideon & the said Elijah
after the Death of the said Gideon but have unjustly
negated & refused & the said Elijah still neglects & refuses
to do it to the Damage of the said Eben^m Nath^l &
Beldad the sum of thirty Pounds lawful Money
The Parties severally appear & it is considered by the
Court that the said Parties have Day here untill
the third Tuesday of May next

Wright
undom
No 154 Beldad Wright of Northampton in the County of
Hampshire Geoman Plea is Gideon Lyman late of
Northampton in the County aforesaid Esq^r deceased
in the hands of Elijah Lyman of Hadley in the same
County Gen^l Executor of the last Will & Testament of
the said Gideon & in said Capacity Dypt in a Plea of
Trespass on the Case for that the said Gideon in his
Life Time to wit Northampton aforesaid on the first
Day of March in the Year of our Lord one thousand

Wright
is
Lymann

seven hundred & twenty by his Note of Hand of the
Date for value received promised the said Beldad
to pay him three Pounds seven Shillings three pence
& three Farthings Farthings (meaning to pay the
Sum of Lawful Money) on Demand with lawful
Interest Interest till paid — Yet the said Gideon
hath never paid the Contents of the said Note or
any part thereof to the said Beldad in his life
Time nor hath the said Elijah paid the said Con-
tents or any part thereof to the said Beldad after
the Death of the said Gideon altho the said Gideon
in his Life Time & the said Elijah after the Death
of the said Gideon were often thereto requested but
unjustly neglected & refused & the said Elijah still
neglects & refuses to do it — To the Damage of
the said Beldad the Sum of Ten Pounds Lawful
Money — The Parties severally appear & it is con-
sidered by the Court that the said Parties have duly
here untill the the third Tuesday of May next —

Russell
is
Lundem
No 155

Hosekiah Russell of Northampton in the County
of Hampshire Gent. vs. Elijah of Hadley in
the same County aforesaid Gent. Defendant is a Plea
of the Case for that whereas the said Elijah a North-
ampton aforesaid on the eighth Day of March in
the Year of our Lord one thousand seven hundred and
twenty had accounted together with the said Ho-
sekiah of & commissioning over Sum of Money before
that Time due & owing from the said Elijah to the said
Hosekiah & upon that account the said Elijah was then &
there found in Arrear to the said Hosekiah in the
Sum of five Pounds four shillings & four pence Lawful
Money & being so found in Arrear in Consideration thereof
of the said Elijah then ~~there~~ afterwards the same Day
assumed on himself & to the said Hosekiah faithfully
promised that he the said Elijah the same Sum to the
said Hosekiah & the Lawful Interest thereof when after was
he should be thereto requested well & faithfully would
pay & Content — Also for that the said Elijah at
Northampton aforesaid on the first Day of March
in the Year of our Lord one thousand seven hundred
seventy seven in Consideration that the said Hosekiah
at the special Instance & request of the said Elijah

165.
purposed had before that time done & performed for the said
Eundom
Elijah divers Work & Labour & had found & provided & cured
for the same Elijah divers Materials & Things necessary in &
about the said Work & Labour took upon himself & to the
said Hezekiah then & there faithfully promised that he
the said Elijah would pay to the said Hezekiah as well
as much Money as he the said Hezekiah for the said
Work & Labour as aforesaid done & performed as also
the Materials & things necessary as aforesaid in & about
the said Work & Labour found & provided & cured as he the
Hezekiah reasonably deserved to have & the lawful Interest
thereof when he should be thereto afterwards required
And the said Hezekiah avers for the said Work & Labour and
Materials & things necessary as aforesaid he reasonably de
served to have of the said Elijah the Sum of twenty four
shillings of which the said Elijah there afterwards the
same Day had Notice - Yet the said Elijah tho' yet he is
thereto requested hath not paid either of the Sums aforesaid
to the said Hezekiah or any part thereof or any way
performed either of his said Promises but unjustly neglected to do so
to the Damage of the said Hezekiah the Sum of twelve
Pounds lawful Money - The Parties severally appear
and it is considered by the Court that they have Day
here untill the third Tuesday of May next -

156.
Mather Esq Samuel C Mather Esq of Westfield in the County of
Lyman Hampshire Elisha Mather & Timothy Mather of North
ampton in the County aforesaid Executors of
the last Will & Testament of Samuel Mather late of the
said Northampton Esq deceased who was Executor of
the last Will & Testament of William Mather late of
said Northampton Physician deceased self is Elijah
Lyman of Hadley in the County aforesaid Gentleman
Defendant in a Plea of ^{Indebitatus} the Case for that the said Elijah at
Northampton aforesaid on the eleventh Day of April in
the Year of our Lord one thousand seven hundred &
twenty one by his Note of Hand of that Date for
value received promised the said William Mather the
Testator first above mentioned then living to pay him two
Pounds sixteen & eight pence on Demand with Interest
till paid - Also for that the said Elijah at Northampton

July 8th 1783
begin here
Mather Esq^r
v
Lyman

aforesaid on the ninth Day of January in the year
of our Lord one thousand seven hundred & seventy six
in consideration that the said Samuel Mather the Tes-
tator last aforesaid in his life Time of the said Samuel
at the special Instance & request of the said Elijah
had before that Time done & performed for the said
divers Work Labour & Service in Business of a Physician
and had also before that Time at the like special
Instance & request of the said Elijah sold & delivered to
divers Goods Wares & Medicines & Medicinal Potions
assumed on himself & to the said Sam^l the Testator
then & there faithfully promised that he the said
Elijah so much Money as the said Samuel the Testator
for the Work Labour & Service & the Goods Wares Medicines
and medicinal Potions aforesaid reasonably deserv-
ed to have & the lawful Interest of the same Sum to
the said Samuel when he should afterwards re-
quested well & faithfully would pay & content, and
the said Executors aver that for the same Work La-
bour Service Goods Wares Medicines & medicinal Po-
tions of the Testator they reasonably deserved to have
of the said Elijah four Pounds fifteen Shillings law-
ful Money to wit at Northampton aforesaid of
which the said Elijah then afterwards had Notice.
By the said Elijah the Thirtieth of April requested that
not paid the Contents of the said Note to the said
William the Testator in the life Time of the said
William or to his Ex^r since his Death neither hath
he paid this Sum last above mentioned to the said
Samuel Testator in his life Time or to his Executors
since the Death of the said Samuel either of the Sum
aforesaid or any part of either of them but negligent
to the Damage of the said Samuel, Elijah & Timothy
in said Capacity the Sum of twenty Pounds —
The Parties severally appear & it is considered by the Court
that they have Day here untill the Third Tuesday of May

Mather Esq^r Samuel Mather Esq^r of Westfield in the County of Ham-
shire Elijah Mather & Timothy Mather both of Northamp-
ton in the County aforesaid Heirs & Executors of the
last Will & Testament of Samuel Mather late of the said

under m
1783

1667

Matthew Esq^r Northampton Esq^r deceased Sup^r is Gideon Lyman
Lundens
late of Northampton aforesaid Esq^r deceased in the
hand of Elijah Lyman of Hadley in the County aforesaid
Gen^l & Executor of the last Will & Testament of the said
Gideon and in said Capacity Dy^d in a Dec^r of Trst pass^d
on the Case for that the said Gideon in his life Time
at Northampton on the fourth Day of August in
the Year of our Lord one thousand seven hundred &
sixty three by his Note for value received promised
the same Samuel in his life Time to pay him or
order fourteen Pounds five Shillings & three Pence
lawful Money on demand with lawful Interest there
paid, Also for that the said Gideon in his life Time
at Northampton aforesaid on the twenty ninth
Day of March in the Year of ^{our} Lord one thousand se
venty five in consideration that the said Samuel
in his life Time at the special Instance & request
of the said Gideon had before that Time done & per
formed for the said Gideon divers Work Labour & Service
in the Business of a Physician & had also before that
Time at the like Instance & request of the said Gideon
sold & delivered to him the said Gideon divers Goods
Wares Medicines & medicinal Potions assumed on him
self and to the said Samuel then & there faithfully
promised that he the said Gideon ~~to~~ much Money as
the said Samuel for the Work Labour & Service & the
Good Wares Medicines & medicinal Potions aforesaid
reasonably deserved to have & the Lawfull Interest there
of to the same Samuel when or after wards he should
be thereto requested well & faithfully would pay & content
and the said Executors of the said Samuel aver that
for the same Work Labour Service Goods Wares Medicines
and medicinal Potions of the said ~~they~~ Samuel they
reasonably deserved to have of the said Elijah four
Pounds seven Shillings & six Pence lawful Money &
the Lawfull Interest thereof to wit at Northampton
aforesaid of which the said Elijah then afterwards
had Notice, yet the said Gideon in his life Time
and the said Elijah since the Death of the said
Gideon tho^t often thereto requested by the said

Samuel in his life Time & by the Executors of the said Samuel the Testator since the Death of the said Samuel have not paid the Contents of the said Note or the said Sum of four Pounds seven shillings & six Pence or either of them or ~~any~~ part of either of them to the said Samuel in his life Time or to the Executors of the said Samuel but neglect to do it - to the Damage of the said Executors in said Capacity fourteen Pence. The Parties appearing it is considered by the Court that the said Parties have Day here untill the Third Tuesday of May next.

Tappen

Curtis

N^o 150

Benjamin Tappen of Northampton in the County of Hampshire Goldsmith Def^r vs Isaac Curtis of Williamsburgh in the County aforesaid Yeoman. Def^r in a Plea of Trespass on the Case for that the said Isaac at Northampton aforesaid on the ninth Day of June in the Year of our Lord one thousand seven hundred & eighty one by his Note for value received promised the said Benjamin to pay him or order thirty three Spanish Milled Dollars (meaning that he the said Isaac would pay to the said Benjamin Nine Pounds & eighteen shillings in Silver Money on Demand with Interest till paid. Yet the said Isaac tho often requested hath not paid the Contents of the said Note to the said Benjamin or any part thereof - but neglects to the Damage of the said Benjamin thirteen Pounds. The Def^r appears by Caleb Strong Esq^r his Att^r & the Def^r tho three Times called to come into Court makes default & appearance here. Therefore it is considered by the Court that the said Benjamin do recover against the said Isaac ten Pounds sixteen shillings and nine Pence lawful Money Damages & costs of Court taxed at one Pound two shillings & three Pence & thereof he has on 2^d Apr 2 1783.

Bond

Sherman

N^o 154

John Bond of Brimfield in the County of Hampshire Husbandman Def^r vs Pincas Sherman of the same Brimfield of said Husbandman Def^r in a Plea of

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Bond Trypaps on the Case for that, whereas on the fourteenth
fourteenth Day of February in the Year of our Lord one
No 159 thousand seven hundred & seventy eight at Brimfield
aforesaid the said John was possessed of a Note of hand
commonly called a promisory Note which one John
Earl before that Time to wit in the Year of our Lord
one thousand seven hundred & seventy four had made
and delivered to the said John by which same Note
the said John Earl had promised to the said John Bond
the Sum of one hundred Pounds of lawful Monies with
the lawful Interest thereof till paid & the said John Bond
being so as aforesaid possessed of the same Note the same
John on the same fourteenth Day of February at Brim
field aforesaid detained & refused to receive of the said John
Earl the Sum mentioned in the same note & the Interest
thereof in Paper Money the said Earl then & there having
proposed to the said Bond to pay him ~~in~~ the same in
paper Money as aforesaid whereof the Phineas had then
and there Notice & thereupon the said Phineas on the
same fourteenth Day of February at Brimfield aforesaid
in Consideration that the said John Bond at the spe
cial Instance & Request of the said Phineas would receive
of the said John Earl the said Sum of one hundred
Pounds with the Interest thereof in paper Money in
full satisfaction & discharge of the Sum due on the
Note aforesaid & would pay & deliver the same Sum
of one hundred Pounds with the Interest in paper
Money to him the said Phineas assumed on himself
and then & there faithfully Promised the same John
Bond that he the Phineas would afterwards in one
Year from the said fourteenth Day of February pay
to the said John Bond the same Sum & Interest and
the lawful Interest thereof in Silver Money or
Money as good as Silver and the same John Bond
avert that he believing the said Promise & Assumption
of the said Phineas then & there received of the said
John Earl the said Sum of one hundred Pounds and
the Interest thereof in Paper Money in full satis
faction & discharge of the Sum due on the said
Note & delivered & gave up the same Note to the
said John Earl & then & there delivered the said
Sum of one hundred Pounds & the Interest thereof

Bond
v
Sherman

in the same paper Money to the said Phineas —
Also for that whereas on the fourteenth Day of
February in the Year of our Lord one thousand seven
hundred & seventy eight at Brimfield aforesaid
one John Earl was Indebted to the said John Bond
in another Sum of one hundred ~~Pounds~~ & twenty
six Pounds in Silver Money for the like Sum of the
like Money by the said John Earl of the same John
Bond before that Time to wit on the first Day of
December in the Year of our Lord one thousand seven
hundred & seventy four borrowed & which the
John Earl on the same first Day of December had
promised to pay to the said John Bond & the
said John Earl being so as aforesaid indebted to the
said John Bond in the same Sum in Silver Money
the said John Bond on the same fourteenth Day
of February had declined & refused to receive the
same Sum in ~~papers~~ Money of the said John
Earl he the said John Earl having then & there
proposed to the said Bond to pay him the same
whereof the said Phineas then & there had notice
and thereupon the said Phineas at Brimfield
aforesaid on the same fourteenth Day of February
in consideration that the said John Bond at the
special Instance & Request of the said Phineas would
receive of ~~of~~ the said John ~~Bond~~ Earl the said Sum
of one hundred & twenty six pounds in Paper
Money & would pay & deliver the same Sum in paper
Money to the said Phineas assumed on himself &
to the said John Bond then & there faithfully pro
mised that he the said Phineas would pay to the
same John the said Sum of one hundred & twenty
six Pounds and the lawful Interest thereof in
Silver Money or Money as good as Silver whenever
after he should be thereto requested — and the same
John says that he believing the said Promise and
Assumption of the said Phineas then & there
of the said John Earl the said Sum of one hundred
and twenty six Pounds in paper Money & then &
there paid & delivered the same Sum in paper Mo
ney to the said Phineas — Also for that the said
Phineas at Brimfield aforesaid on the fourteenth
Day of February in the Year of our Lord one thousand

Bond
Shuman

seven hundred & seventy eight by his Note in writ 168
ing for value rec^d promised the John Bond to pay
him or order the Sum of thirty four Pounds in one
Year from the Date of the said Note with Interest
Also for that the said Phineas on the eighteenth
Day of July in the Year of our Lord one thousand
seven hundred & seventy seven being justly Indebted
to the same John in another Sum of one hundred &
thirty four Pounds Lawful Money for so much Money
of him the said John by the same John to the said
Phineas at his special Instance & Request before then
advanced & lent the said Phineas in Consideration
thereof afterwards to wit the same Day & place as
aforesaid on himself & to the same John faithfully
promised to pay him the same Sum whenever after he
should be thereto requested & Also for that the said
Phineas at Brimfield aforesaid on the first Day of
October last past being justly indebted to the same
John in another Sum of one hundred & thirty four
Pounds Lawful Money for the like Sum of Money by
the said Phineas for the same John & to his use before
that Time had & received & being so thereof indebted
the said Phineas in consideration thereof afterwards
to wit the Day Year & Place last mentioned under
took & to the said John then & there faithfully promised
to pay him the same Sum whenever he should be
thereto afterwards requested & Yet the said Phineas
tho often thereto requested hath not paid to the same
John the Sum of one hundred Pounds & the Interest
thereof or the said Sum of one hundred & twenty six
Pounds & the Interest or any Part of either of said Sum
in Silver Money or money or Money as good as Silver
nor hath he paid the Contents of the said Note or the
said Sum of one hundred & thirty four Pounds or ei
ther of them according to his promise aforesaid or any
part of either of them or any way performed either
of his said Promises above mentioned or contracted
the Puf. therefor but neglects to do it to the Da
mage of the said John Bond two Hundred Pounds
The Parties severally appear and agree to refer this
Case to the award Arbitrament & final determination

of Joseph Browning, Aaron Charles & John Brown Jr
who are to have the said Partis & the Award of them
or any two of them is to be final to be returned
into Court Judgement to be made up & Execo-
ys accordingly. And it is considered by the Court
that the said Partis have further Day here untill
the Third Tuesday of May next.

Bliss & al
Kup
No 160

Moses Bliss Esq^r Aaron Bliss Gen^l Thimozee Bliss
Yeoman Miriam Bliss Gentlewoman all of said Springfield
field Executors of the last Will & Testament of Jeddiah
Bliss late of said Springfield deceased. P^{rs} vs Matthew
Kup of Springfield in the County of Hampshire
Yeoman Def^t in a Plea of the Case for that the sd
Matthew at said Springfield on the fourth of the
Day of May in the Year of our Lord one thousand
seven hundred & eighty one by his Note for value
received promised the said Moses &c to pay them or
order twenty Pounds eleven Shillings & five Pence
half Penny lawful Silver Money on Demand with
Interest till paid. Yet the said Matthew though
often requested hath not paid the P^{rs} or either
of them the same Sum or any Penny thereof but
neglects to do it to the Damage of the said Moses &c
twenty five Pounds. The P^{rs} appear by Moses
Bliss Esq^r their Att^y & the Def^t tho three Times
called to come into Court makes default of ap-
pearance here. Therefore it is considered by the
Court that the said ~~Moses &c~~ do recover against
the said Matthew twenty two Pounds four shillings
eight Pence lawful Money Damages & Costs
of Court taxed at one Pound eleven Shillings & two
Pence & thereof &c. Execo^y Feb 20-1783-

Ezek^l Bube
Ammon Bube
No 161

Ezekiel Bube of Ludlow in the County of Hampshire
Yeoman. P^r vs Ammon Bube of the same Ludlow
aforesaid Blacksmith Def^t in a Plea of the Case
for that the said Ammon at said Ludlow on the first
Day of January in the Year of our Lord one thousand
seven hundred & eighty one by his Note for value Rec^d.

E. Beebe
vs
A. Beebe

169

promised said Ezekiel to pay & deliver to him or
order one hundred Bushels of good Wheat by the first
Day of January Instant with Interest till paid meaning
to deliver the said Ezekiel also six Bushels of Wheat for
the forbearance of one hundred by the Year from the
Date of said Note till the same should be paid & satisfied
and the said Ezekiel says he has been always ready &
particularly on said first Day of January instant thro
ughout the whole of the same Day to receive the said
Wheat of the said Ammon then at said Ludlow & that
said Wheat is of the value of eight shillings by the Bu
shel & that the said Ammon tho often requested hath
not paid or delivered the said Ezekiel the same Wheat
or any Part thereof or any ways performed his promise
but hather hath & still doth neglect to do it - to the
Damage of the said Ezekiel the Sum of fifty Pounds
The Def appears by Moses Bliss Esq^r his Att^r & moves
that this Case may be continued the Defr being
out of the State & It is therefore considered by the
Court that said Parties have Day here according to what
the third Tuesday of May next &

N. Warner
vs
B. Warner
No 162

Noah Warner of Wilbraham in the County of
Hampshire Gen^l & Executor of the last Will and
Testament of Nathaniel Warner late of said Wilbra
ham deceased. In said Capacity Defr is Benjamin
Warner of Wilbraham in the same County aforesaid
Yeoman Defr In Plea of the Case for that the sd
Benjamin at Wilbraham aforesaid on the twenty
eighth Day of January in the Year of Lord one thou
sand seven hundred & seventy by his Note for value
rec^d promised the said Nath^l to pay to him or
order seven Pounds seven Shillings and one Farthing
on Demand with the lawful Interest for the same
till paid & And also for that the said Benjamin at
Wilbraham aforesaid on the first Day of January
in the Year of our Lord one thousand seven hundred
and seventy three by his Note for value received
promised the said Nath^l to pay him or order
one other Sum of one Pound twelve shillings on
demand with Interest for the same till paid &
that the said Benjamin tho he hath been often there
to request hath never performed either of his said

N Warner
B Warner

promises either to the said Nath^l in his lifetime
nor to the said Noah since his Death but wholly
neglects to do it to the Damage of the said Noah the
Sum of seventeen Pounds — The Def^t appears by Mess^{rs}
Bliss Esq^r his Att^y & the Def^t the same called to come
into Court makes default of appearance here —
Therefore it is considered by the Court that the
said Noah do recover against the said Benjamin
the Sum of fifteen Pounds ten shillings & ten Pence
lawful Money Damages & Cost of Court Taxed at
one Pound thirteen shillings & six Pence —
and thereof &c — Exec^u iss^d Feb 20 1703

Warner

Jonth Mireuk &c

No 163 —

Hampshire p Commonwealth of Massachusetts
To the Sheriff of our County of Hampshire his under
Sheriff or Deputy Greeting —
Whereas Noah Warner of Wilbraham in the County
of Hampshire Gent^l Executor of the last Will & testa-
ment of Nathaniel Warner late of Wilbraham deced^d
by the Consideration of our Justices of our Inferior
Court of Common Pleas holden at Northampton
within & for the said County of Hampshire on the
second Tuesday of April last past recovered Judgement
against Samuel Day late of Wilbraham Gent^l
for the Sum of twenty one Pounds thirteen shillings
lawful Money Damages & one Pound fourteen shilling
and four Pence like Money for his Cost & Charge by him
about his Suit in that behalf expended whereof the sd^o
Samuel is convicted as to his appears of Record & where
as the said Noah afterwards sued out our writ of
Execution in due form of Law upon the same Judgement
which accordingly issued bearing Date the eighteenth
Day of April last past and which the said Noah afterward
at Litchfield to wit^h in said Northampton on the first
Day of May last past delivered & committed to one
Daniel Hoxford then & ever since a Deputy Sheriff under
the Sheriff of our County of Berkshire to whom
the same was duly directed by the said Samuel then &
there since living & inhabiting in said County of Berkshire

Warner
"

Merick

to serve execute & return the same according to Law
and afterwards at our Superior Court of Common Pleas
holden at Springfield within & for the said County of
Hampshire on the third Tuesday of May last into which
Court the same Execution was returnable the J^d Daniel
Hoyford then made a Return indorsed on the Back of
said Execution that he J^d Daniel had made faithful
Search with due Attention & was not able to find Property
or take the Body of the said Samuel & therefore re-
turned J^d Execution wholly unsatisfied & no part paid
as to us appears of Record & the said Noah avers that
he the said Samuel wholly avoided & could not be found
or his Body be taken to satisfy the same Execution & the
said Noah hath supplicated us to provide him Remedy
in this behalf against Jonathan Merick & Jesse Warner
both of Wilbraham aforesaid Gent who were Bail and
Sureties for the said Samuel upon the Original Process
whereon J^d Judgement was made & rendered, not only
for his appearance but for the said Sam^ls abiding
the Order of Court thereon, and We willing Judge-
ment should be done in the Premises Command
you therefore that you make known to the said
Jonathan & Jesse Bail & Sureties for the said Samuel
if they may be found in your Precinct that they be
before our Justices of our Superior Court of Common
Pleas next to be holden at Northampton within &
for the County of Hampshire on the second Tuesday
of February next to shew Cause if any they have or
know any thing wherefore the said Noah ought not
to have his Excon awarded him for his Damages and
Cost aforesaid against them the said Jonathan &
Jesse & for the Cost of this Suit

Worthington John Worthington of Springfield in the County of
Hitchcock Hampshire Esq^r vs Ebenezer Hitchcock of said
Springfield in the County aforesaid Yeoman Deft
in a Plea of Ejectment wherein the said demand against
the said Ebenezer one messuage viz a dwelling House
Barn & a ~~lot~~ four acres of Land being the Homestead on
which the said Ebenezer ^{now} dwells in said Springfield bound
ing East on the Town Street North on the Homestead of
Thomas Robbins West on ^{their} Common Meadow & South on a
nother Lot of Thomas Robbins with the appertinances &
whereas ^{the} John says that at said Springfield on the
twenty fifth Day of June in the Year of our Lord one
thousand seven hundred & sixty six the said Eben^r by
his Deed of Date in Court to be produced for the consi-
deration therein expressed granted bargained & conveyed
to the said John one moiety of the Demanded Premises
to hold the same to him & his Heirs by virtue of which
he became seized of the same Lands on condition however
and said Deed to be void if the said Eben^r should pay
to the said John all such Sum or Sums as should become
due & payable to said John from ^{the} Eben^r by his Bond
with the Deed aforesaid & which Bond was made
to become to the said John the payment to him of
forty five Pounds fifteen shillings & one Penny with
the lawful Interest for the same on or before the first
Day of August then next viz in the Year 1766 and
that afterward viz on the first Day of October then
next following at ^{the} Springfield the said Eben^r by
his other Deed of that Date under his hand & seal in
Court to be produced for the Consideration therein ex-
pressed gave granted & bargained & conveyed to the
said John the whole of the Demanded Premises to hold
the same to him and his Heirs by means whereof he
became seized of the demaged Premises on Condition
however & the same Deed to be void if the said Eben^r
paid to the said John all such Sum or Sums as should
become due from him to the said John by his other
Bond under his hand & Seal of that Date with the Deed
last mentioned which Bond was made by him to ^{the} John

to become to him the payment of nine hundred ten 171
Shillings lawful Money on or before the last Day
of March then next with the lawful Interest for the
same & the said John says the said Eben^d hath never paid
one penny of either of the Sums due by either of the said
Bonds that the said Bonds are in full Force & that the
John ought to have possession of the demanded Premises
but that the said Ebenezer hath unjustly asked thereto
ejected the said John & unjustly holds him out to the
Damage of the said John two Hundred Pounds
The Puf appears by Moses Bly's Esq^r his Att^y & the
Def^t. the three Times called to come into Court makes
default of appearance here & therefore it is con-
sidered by the Court ^{than} the said John do recover against
the said Ebenezer Judgement for Seizing & Possession
of the Mesuages &c and Cost of Court taxed at
£11:10:6 and thereof &c

Idem
v
Eundem
No 165

John Worthington of Springfield in the County
of Hampshire Esq^r Puf is Ebenezer Whickock of the
same Springfield Yeoman Def^t in a Plea of the Case
for that whereas the said Ebenezer at Springfield afores^d
on the Ninth Day of March one thousand seven hundred
and sixty seven received of the said John twelve Pounds
twelve Pounds six Shillings lawful Money to lay out for
the said John in Sheep & to pay the same for him & to
render him an Account thereof & the said Ebenezer then
and there promised him to lay out the said Sum for him
in Sheep & pay them for him & render him a reasonable
Account thereof in a reasonable Time yet the said Eben^d
tho often requested never laid out the said Sum in
in Sheep as aforesaid nor rendered the said John any
Account thereof to this Day tho often thereto requested
Also for that the said Ebenezer at said Springfield on
the same Ninth Day of March in the Year of our Lord
one thousand seven hundred & sixty seven being
justly indebted to the said John in another Sum of
twelve Pounds six Shillings lawful Money for so
much Money by him before that Time there
received of the said John to his said John's use in the
Ebenezer then & there in consideration thereof then & there
Assumed on himself & to the said John faithfully pro

Idem

Eundem

promised to pay him the same whenever he should be
thereto requested yet the said Eben^r tho often re-
quested has never paid the same to the same or any
part thereof but neglects to ^{do it} ~~the Damage of the~~
Alia for that the said Ebenezer and Springfield on
the fifth Day of November being justly indebted
to said John in the Sum of ten Pounds to
balance Book Accounts according to the Account
annexed thereto & there promised the said John to pay
him the same Sum on Demand yet the often re-
quested he hath never paid the same but neglects
it to the Damage of the said John forty Pounds.
The Parties severally appear & agree that this Case
be continued to the next Term, Wherefore it
is considered by the Court that the said Parties do
have Day here untill the ^{third} Tuesday of May next.

Payne
vs
Fowler
No 166

Rebecca Payne of Hartford in the County of
Hartford & State of Connecticut Widow Relict of
Benjamin Payne Esq^r late of said Hartford deceased
and Administratrix to the Estate of the s^d Benjamin
and in said Capacity Plf is Silas Fowler of the Town
or District of Southwich in the County of Hampshire
Gen^r Dft in a Plea of the Case for that the said Silas
at Hartford & or said to wit at Southampton Spring
field in the County of Hampshire aforesaid on the
twenty fourth Day of April in the Year of our Lord
one thousand seven hundred & seventy two by his pro-
missory Note of that Date for value Rec^d promised the
said Benjamin to pay him fourteen Pounds eight Shil-
lings and ten Pence on demand with lawful Interest
thereon till paid - yet the said Silas tho he hath been
often thereto requested hath never paid the afores^d
Sum nor any Penny thereof either to the said Benjⁿ
in his lifetime nor since his Death to the said Rebecca
but neglects so to do - to the Damage of the said
Rebecca thirty Pounds - The Plf appears by Moses
Bliss Esq^r & the Dft tho three times called to come
into Court makes default of appearance here -
The Plf appears by Moses Bliss Esq^r ~~his Atty~~ Therefore it is
considered by the Court that the Plf sues against the Dft twenty
three Pounds fifteen Shillings eight Pence Damages & Cost of
Court taxed at £1.12.0 - and thereof &c
Exon^r - Mar 28 - 1703

Morgan John Morgan of Springfield in the County of
 Sackel Hampshire Gent. Def is Abner Sackel Yeoman & Gad
 N^o 167 Sackel Yeoman both late of W^{est}field in the County
 aforesaid Defs in a Plea of the Case for that the said
 Abner & Gad at Springfield aforesaid on the first
 Day of May in the Year of our Lord one thousand seven
 hundred & eighty two by their Note for value received
 promised the said John to pay him or order five
 Pounds eleven Shillings & five Pence in Spanish Mil
 led Dollars or six Shillings each (meaning thereby
 in lawful Silver Money) whenever demanded
 Yet the said Abner & Gad tho they have been often
 thereto requested have never paid the Content of
 the said Note to the said John or any Part there
 of but neglect & refuse so to do To the Damag
 ge of the said John Seven Pounds The Juf
 appears by Moses Bliss Esq^r & the Defs tho three
 times called to come into Court makes default of ap
 pearance here Therefore it is considered by the
 Court that the said John do recover against
 the said Abner & Gad five Pounds sixteen shil
 lings & eight Pence Damages & Costs of Court
 taxed at £ 1. 16. 6 & thereof Exon in Feb 20. 1783

Philip Esq^r William Philip Esq^r of Boston in the County of Suffolk
 Faulcon N^o 168 Def is Bildad Fowler of W^{est}field in the County of
 Hampshire Yeoman Defs in a Plea of the Case for
 that the said Bildad is said W^{est}field on the thirtieth
 Day of May in the Year of our Lord one thousand
 seven hundred & seventy four the said William
 accounted together of & concerning divers ~~services~~ sums
 of Money then before that time due & payable by the
 said Bildad to the said William and then in arrear &
 unpaid & upon such account stated between them the said
 Bildad was then & there found to be in arrear to the said
 William the sum of twenty three Pounds twelve shillings
 and nine Pence lawful Money & the said Bildad then
 and there in consideration thereof by his certain writ
 ing with his own Hand subscribed there to agreed with
 and promised the said William to pay him the same
 sum whenever after he should be thereto requested to
 gather with the lawful Interest of the same sum

Griffins Esq^r
Lawler

from the twenty fourth Day of March then next
preceding being the Time the same was due to the
William, Also for that said Bildad at Westfield
aforesaid on the first Day of January Instant was just-
ly indebted to said William for another Sum of seven
two Pounds five shilling & nine Pence lawful Money
for the use & improvement of a parcel of Land of his
the said William from the said twenty fourth Day of
March aforesaid to the said first Day of January Instant
lying in Westfield containing eightan Acres & three quar-
ters of an Acre & in consideration thereof the said Bildad
then & there promised the said William to pay him the
same sum last mentioned on Demand, Yet said
Bildad tho after thereto requested hath not paid the
said William either of said Sums or any part thereof
but hitherto hath & still doth neglect to do it
to the Damage of the said William two hundred
Pounds lawful Money, The Parties severally ap-
pear & it is considered by the Court that they have
Day here untill the third Tuesday of May next.

Rupel
Rood
N^o 169

Ezekiel Rupel of Wilbraham in the County of
Hampshire Husbandman Puf is Moses Rood of
said Wilbraham in the County aforesaid Geo
man Esq^r in a Plea of the Case for that the said
Moses at Wilbraham aforesaid on sixth Day of ~~the~~
September in the Year of our Lord one thousand seven
hundred & eighty one by his Note of that Date for
value rec^d promised the said Ezekiel to pay him
thirty one Pounds in Silver Money by the sixth Day
of November then next ensuing with lawful In-
terest for the same till paid, Yet the said Moses
tho after thereto requested hath never paid the
sum aforesaid to the said Ezekiel or any part there-
of but refuses to do it to the Damage of the said
Ezekiel thirty four Pounds, The Puf appears by
Moses Bliss Esq^r his Att^y & the Def^t tho three times call-
ed to come into Court makes default of appearance
here, Therefore it is considered by the Court that
the Puf do recover against the Def^t thirty two Pounds & nine-
ten shillings Damages & Costs of Court taxed at £ 1. 15. 2
and thereof &c

Ex con Es^o Feb 20 - 1783

Ainsworth

Willy

N^o 170

173

Nathan Ainsworth of Wilbraham in the County
of Hampshire Yeoman Def^r vs Judah Willy of
the same Wilbraham & County aforesaid Yeoman
Def^r in a Plea of the Case for that the said Judah
said Wilbraham on the seventh Day of July in the
Year of our Lord one thousand seven hundred &
eighty by his Note for value received promised the
said Nathan to pay him twelve Pounds in Spanish
milled Dollars or the value thereof in grain or
Cattle by the first Day of November one thousand
seven hundred & eighty one with lawful Interest
for the same Sum till paid & the said Nathan says
he has been always ready to receive the said
Grain & Cattle of the said Judah - Yet the said
Judah tho often thereto requested hath never paid
said Nathan the same Sum or any part thereof
or delivered him the said Grain or said Cattle or
any ways performed his said promise but rather
to hath & still doth wholly refuse to do it - to the
Damage of the said Nathan fifteen Pounds -
The Def^r appears by Moses Bliss Esq^r his Att^r
and the Def^r tho three times called to come in
to Court makes default of appearance here.
Therefore it is considered by the Court that the
said Nathan do recover against the said Judah
seven Pounds fourteen shillings & seven Pence
Lawful Money Damages & Cost of Court taxed
at one Pound fifteen shillings & two pence
and thereof &c - Ex con 17 Feb^r 1783

King

Phillips

N^o 171

Abel King of Wilbraham in the County of Hamp-
shire Gent^r Def^r vs William Phillips of Monks in
the County aforesaid Yeoman Def^r in a Plea of
Case for that the said William said Wilbraham aforesaid
on the fifteenth Day of January in the Year of our Lord
one thousand seven hundred & eighty two by his
Note for value received promised the said Abel to
pay him fifteen Pounds & twelve shillings in Silver
or six shillings & eight pence per ounce or Gold equi-
valent on demand with lawful Interest for the
same till paid - Yet the said William tho

after thereto requested hath never performed
his Promise aforesaid nor any part thereof but
neglects & refuses to do it to the Damage of the
Abel the Sum of twenty Pounds Lawful Money.
The Def appears by Moses Bliss Esq^r of the Bench
tho three times called to come into Court makes
default of appearance here — Therefore it is
considered by the Court that the said Abel do
recover against the said William sixteen Pounds
twelve shillings & three Pence Lawful Money
Damages & Cost of Court taxed at £ 1. 15. 10 —
and thereof &c — Exon^r Feb 20 1703

Bliss
Bedortha
N^o 172

Ellis Bliss of East Windsor in the County of Hart
ford & State of Connecticut ^{East} Widow Administratrix
to the Estate of John Bliss ^{Jun^r} late of East Windsor
deceased & in said Capacity ~~Def~~ ^{Pl^r} is John
Bedortha late of Wilbraham in the County of
Hampshire Yeoman Def in a Plea of the Case
for that the said John Bedortha at Springfield
in the County aforesaid on the fourth Day of De
cember in the Year of our Lord one thousand &
seven hundred & twenty nine by his Note of hand
of that Date for value received promised the
John Bliss ~~Def~~ to pay him one hundred & thirty
Pounds Lawful Money on demand with Lawful In
terest thereon till paid — Yet the said John
Bedortha altho he hath been often thereto re
quested hath never paid the aforesaid Sum or an
y Part thereof either to the said John Bliss ^{Jun^r}
~~or~~ in his life time or since his Death to the
said Ellis — but neglects & refuses to do it to
the Damage of the said Ellis the sum of six
teen Pounds Lawful Money — The Def appears
by Moses Bliss Esq^r his Att^y & the Def tho three
times called to come into Court makes default
of appearance here — Therefore it is consider
ed by the Court that the said Ellis do recover
against the said John Bedortha one hundred &
forty six Pounds six shillings & four Pence Damg
and Cost of Court taxed at £ 1. 17. 6 — & thereof &c —
Exon^r Feb 20 1703.

Brewer
vs
Butler
No 173

Charles Brewer of Wilbraham in the County of
Hampshire Yeoman Def is Nathaniel Butler of
Ludlow in the County aforesaid Gent Plff in a Plea
of the Case for that the said Nathaniel at S^d Wilbraham
on the twenty first Day of June in the Year of our
Lord one thousand seven hundred & eighty two by his
Note for value received promised said Charles to pay
him or order fifty four Pounds thirteen Shillings &
nine Pence lawful Money on demand with lawful
Interest till paid yet the said Nathaniel tho after there
to requested hath not paid the said Charles the same
Sum or any penny thereof or said Interest but ne-
glects to do so - to the Damage of the said Charles
the Sum of sixty Pounds lawful Money - The
Parties severally appear & on a motion of the Deft agree
that this Case be continued to the next Term -
Therefore it is considered by the Court that the said
Parties have Day here untill the third Tuesday of May next

Bliss
vs
Phillips
No 174

Timothy Bliss of Springfield in the County of Hamp-
shire Gent Plff is James Phillips of Wey Springfield
field in the County aforesaid Yeoman Deft in a
Plea of Ejectment wherein the said Timothy demands
against the said James the Mesuages Lands & Tenements
with their Appertinances hereafter mentioned
and described all lying & being in said County of Hamp-
that is to say the whercon the said James now liveth
containing one hundred & sixty Acres of Land abutted
and bounded Eastwardly on a High Way North on
Land of Daniel Leonard and Lazarus Bull, West
on Land of Simon Phillips & South on Timothy
Flowers Land - Also sixty Acres of Land on the East
side of said High Way opposite to & over against
said Mesuage, bounding West on said Highway both
on Land ~~of~~ of Jacob Winchel, East on Land of
said Jacob Winchel & North on Land of John Leonard
excepting however three Acres contained within S^d Limits
heretofore sold & conveyed by S^d James to Asabel
Kurt & Joseph Caply; Also twenty five Acres of Meadow
Land adjoining to said Mesuage & bounding West
on John Sheldons Land & South on Timothy Flowers
Land all lying & being in Wey Springfield aforesaid

Bliss
vs
Phillips

Also two hundred & eighty Acres of Land lying &
being in Granvill in the same County & lying Com-
and undivided between Nathaniel Howley & the
James the whole Tract owned between them heretofore
containing four hundred Acres and is bounded West
on Farmington River East on Land of Sibbald the
said James's Share or Proportion thereof claimed by
the said Timothy being said two hundred & eighty
Acres all which Mortgage Land & Tenements aforesaid
with the Appertinances he the said claim & demand
against the said James as his Right & Inheritance &
whereon the said Timothy says that he the said James
on the twenty fifth Day of January last past was
seized of the Mortgage Lands & Tenements aforesaid
his Demeyne of his Right & then & there by his certain
Deed of Mortgage under his hand & Seal of that
Date in Court to be produced for & in Consideration
of thirty five Pounds paid him by the said Tim-
granted bargained sold & conveyed the Mortgage
Land & Tenements aforesaid to the said Timothy to
hold to him the said Timothy his Heirs & Assigns
forever provided and upon consideration however
that if the said James should well & truly content
and pay the said Timothy the Sum of twenty
nine Pounds eleven shilling & eight Pence law-
ful Money then due & owing from the said James
to the said Timothy with the lawful Interest thereon
and should also well & truly content & pay the said
Timothy the Contents of one certain promissory
Note made by said James & payable to Joseph B.
Esq^r or his order dated the Twenty first Day of
said January for the Sum of seven Pounds eight
shillings & three Pence payable on Demand with
Interest agreed to be assigned to said Timothy
and all by the fifth Day of May then next ensuing
then the same Deed ^{& conveyance} to be void which Sum or an-
^{three of} penny the said Timothy says the said James never
paid or satisfied to the said Timothy by Deed & word
of which said Deed & Conveyance he the said Timothy
then & there was become seized of the said Mortgage
Land & Tenements above described in his Demeyne as of

Bliss
Phillips

Due & might nevertheless be the said James 17th
since that Time hath intruded therein to & unjustly
ejected removed & expelled the said Timothy from the
possession thereof & still unjustly holdeth him the
said Timothy out therefrom to the Damage of the
said Timothy fifty Pounds. The Def appears by
Moses Bliss Esq^r his ATT & the Def tho three Times
called to come into Court makes default of appear-
ance here. Therefore it is considered by the Court
that the said Timothy do recover against the said James
possession of the Premises & if the said
James shall not within three Months pay him the
sum of thirty seven Pounds adjudged to be due in
Equity &c he may have Excon & facias habere poss^m
and likewise that the said Timothy recover his
Cost taxed at one Pound twelve shillings eight
pence and thereof &c Excon &c June 23rd 1702.

Bliss
Atal
No 175

Moses Bliss of Springfield in the County of Hamp-
shire Esq^r Def vs Justus Stal of Springfield a
foresaid in the County aforesaid Yeoman Def in
a Plea of the Case for that the said Justus at said
Springfield on the Thirty First Day of July one thou-
sand seven hundred & seventy nine by his Note
for value received promised the said Moses to de-
liver him four thousand Feet of good Merchantable
white Pine Boards within two Months then next
ensuing. And the said Moses in fact saith that
good Merchantable white Pine Boards were at the
time that said Boards should have been delivered
according to the aforesaid Promise well worth fifty
shillings by the thousand Feet. And the said
Moses hath ever been ready to receive the said
Boards of the said Justus. Yet the said Justus tho
often thereto requested hath never performed his
promise aforesaid nor any Part thereof but unjust-
ly neglects & refuses to do it to the Damage of the
Moses the sum of fifteen Pounds. The Def appears
by Moses Bliss Esq^r his ATT and the Def tho three
times called to come into Court makes default of

Bliss
vs
Attal

appearance here - Therefore it is considered by
the Court that the said Moses do recover against
the said Justus eleven Pounds nine Shillings & eleven
pence Lawful Money Damages & Cost of Court taxed at
£ 1. 1. 6 - & thereof 80 - Exon ipi June 23- 1783

Loomis
vs
Lanckton
No 176

Luther Loomis of Suffield in the County of Hartford
and State of Connecticut Yeoman Plf vs Matthias Lanck-
ton of West Springfield in the County of Hampshire
Hatten Deft in a Plea of the Case for that the said
Matthias at West Springfield aforesaid on the thirti-
eth Day of August in the Year of our Lord one thou-
sand seven hundred & eighty one by his Note for
value received promised the said Luther to pay him
or order six Pounds ten shillings Lawful Money in
Gold or Silver within three Weeks from the Date of
the said Note with Lawful Interest for the same
till paid: Yet the said Matthias tho often thereto
requested hath not paid said Sum or any Part
thereof or said Interest but rather to hath & still
doth refuse so to do - to the Damage of the said
Luther Eight Pounds - The Plf appears by Moses
Bliss Esq^r his Att^y & the Deft tho three times called
to come into Court makes default of appearance here.
Therefore it is considered by the Court that the said
Luther do recover against the said Matthias six Pounds
twelve shillings & eight Pence Lawful Money Damages
and Cost of Court taxed at £ 1. 3. 0 - & thereof 80
Exon ipi Feb- 20- 1783

Hills
vs
Colton
No 177

Jonathan Hills of Hartford in the County of Hartford
and State of Connecticut Husbandman Plf vs
Charles Colton of Springfield in the County of Hamp-
shire Gent^l Deft in a Plea of the Case for that the
said Charles at Hartford to wit at Springfield
the twenty second Day of April in the Year of our
Lord one thousand seven hundred & seventy three by
his Note for value received promised the said Jonathan
by the Name of Jonathan Hills &c to pay him twenty
four Pounds six shillings Lawful Money within a
Month ~~from~~ after the Date thereof & the Lawful In-
terest thereof till paid: Yet the said Charles tho
often thereto requested hath not paid the said Sum

to the said Jonathan or any Part thereof or Part thereof
but neglect it to the Damage of the said Jonathan
the Sum of twenty eight Pounds Lawful Money
The Parties severally appear & on a Motion of the Deft agree
to have this Case continued to the next Term & therefore
it is considered by the Court that the said Parties have
Day here untill the third Tueday of May next

Anyden
is
Chilson
No 178

John Anyden of Durfield in the County of Hampshire
Yeoman Puf is a Graph Chilson of Conway in the County
aforesaid Yeoman Deft in a Plea of the Case for that the
said Asaph at said Durfield on the twenty third Day
of April in the Year of our Lord one thousand seven
hundred and eighty two by his Note for value received
promised the said John to pay him twelve Pounds
(meaning twelve Pounds silver Money) on demand with
Interest for the same untill paid - Yet the said Asaph
tho often thereto requested hath never paid the Contents
of the said Note or any part thereof but neglect to do so
to the Damage of the said John fifteen Pounds -
The Puf appears in his own Person & the Deft tho
three Times called to come into Court makes default of
appearance here - Therefore it is considered by the
Court that the said John do recover against the
Asaph

Lawful Money
Damages and Cost of Court taxed at £1:9:0 -
and thereof &c Exon ip

Burthol
is
Fulhem
No 179

Oliver Burtholme Yeoman Moses Baxter Yeoman and
Noah Bliss Yeoman all of Springfield in the Town
ty of Hampshire Puf is George Fulhem Latty of
Newtown in the County of Middlesex Yeoman Deft
in a Plea of the Case for that said George at said Spring
field on the twentieth Day of April last past was justly
indebted to the said Oliver Moses & Noah in the Sum
of thirty three pounds two shillings & two pence Lawful
Money to balance Account according to the Account
thereto annexed & in consideration thereof said George
then & there promised the said Oliver Moses & Noah to
pay them the same Sum on demand - Also for that the
said George at said Springfield on the first Day of
May last for & in Consideration thereof that the Puf

But that had then before that time carried & transported
for him the said George other four Hoggheads of liquor
from New Town to Fish Kill at the special Instance &
request of him the said George promised the Pups to
pay them whenever after he should be there to request
for their said Service last mentioned so much Money
as they the Pups reasonably deserved to have for their
said service last mentioned & the Pups in fact say
they reasonably deserved to have for their sd Service
last mentioned one other Sum of Forty Pounds where
of they then & there gave him the said George Notice
Yet the said George tho often requested & particularly
at Springfield on the Seventh Day of January Instant
hadth not paid the Pups or either of them either of said
Sums or any part thereof but neglects it - to the Da
mage of the said Oliver Moses & Noah the Sum of
Eighty Pounds lawful Money - The Pups appear by
Hoyes Bliss Esq^r their Att^y & the Deft tho three times
called to come into Court makes default of appear
ance here - Therefore it is considered by the Court that
the Pups do recover against the Deft thirty three
Pounds two shillings & two Pence lawful Money Da
mages & cost of Court taxed at £ 2: 5: 4 - & thereof &c
Exec^d on 1st Feb. 20. 1783 -

Holder
is
Gunn
N^o 1805
Samuel Fowler of Westfield in the County of Hamp
shire Gent^l Puf is Daniel Gunn of Westfield in
the County aforesaid Yeoman Deft in a Plea of the
Case for that the said Daniel at Westfield aforesaid
on the thirty first Day of December in the Year of our
Lord one thousand seven hundred & eighty one
Lent & Delivered to the said Daniel at his the said
special Instance & Request nine hundred two quan
ters & twenty five Pounds nett weight of good Whe
tlowell inclosed in good Casks to be by him repaid
by a like quantity of Tlawell in one fortnight from
the said thirty first Day of December - And the sa
Daniel then & there in consideration thereof Agre
ed on himself & to the said Samuel faithfully pro
mised that he the said Daniel would repay him
the said Samuel the same quantity of good Flow
in one fortnight together with the lawful Interest

and the said Sam^e says that such Flower then & 176
ever since at^d Westfield was worth twenty four
Shillings p^r hundred - and the said Sam^e says he
has been always ready at said Westfield to receive
the said Flower - Yet the said Daniel tho often
requested hath never paid to the said Samuel but
two hundred & eight Pounds with weight part of
nine hundred two Quarters & twenty five Pounds
promized as aforesaid but neglects to pay the
remainder to the Damage of the said Samuel
the Sum of twelve Pounds - The Def^r appear in
his own person & the Def^r tho three times called
to come into Court makes default of appearance where
Therefore it is considered by the Court that the said
Samuel do recover against the said Daniel
of lawful Damages & Cost of Court taxed
at £
The Def^r appears & acknowledges
himself satisfied in full of the Judg^t & Court afo^r
said -

Boies
is
Kingsley
N^o 181
The Case for that the said Amos at said Northampton on
the eleventh Day of May in the Year of our Lord
one thousand seven hundred & eighty one by his Note
for value Received promised one Peter Foster to
pay him or order one Pound thirteen shillings and
old way equal to Wheat at four Shillings by the Bu
shel on demand with Interest till paid which Sum
the P^rty avers to equal to forty two Shillings lawful
Silver Money, And afterwards to wit at said North
ampton on the same Eleventh Day of May aforesaid
the whole Contents of the said Note being due & unpaid
he the said Peter Foster by his said Indorsement on
Note with his own hand subscribed afterwards on the
same Day last aforesaid to wit at^d Northampton order
ed the Contents of the same Note to be paid to the
said Joel the P^rty or order value of him received where
he the said Amos then & there instantly had Notice
and by reason thereof became liable & chargeable to

Boies
17
Thingsey

pay the Contents of the said Note according to the Tenor thereof to the said Joel the Puf & in consideration thereof he the said Amos then & there undertook and faithfully promised the said Joel to pay him the same on Demand - Yet the said Amos tho often thereto requested hath not performed his said promise but neglects it to the Damage of the said Joel the Sum of seven Pounds - The Puf appears by John Phelps Gent^r his A.M. & the Deft^r tho three times called to come into Court makes default of appearance here - Therefore it is considered by the Court that the said Joel do recover against the said Amos two Pounds six shillings & eight Pence of lawful Damages & Cost of Court taxed at £1.13.10 & there of &c

Clap
15
Smith
N^o 102

Ebenezer Clap of Northampton in the County of Hampshire Yeoman Puf against Abner Smith of Murray shire Yeoman Puf against Abner Smith of Murray shire in the County aforesaid Gent^r Deft^r in a Plea filed in the County aforesaid Gent^r Deft^r in a Plea of the Case for that the said Abner at Northampton aforesaid on the eleventh Day of November in the year of our Lord one thousand seven hundred & seventy three by his Note for value received promised to pay to Ebenezer the Sum of ten Pounds lawful Money on or before the first Day of June then next following the Date of said Note & lawful Interest from the Time of Payment till paid - Yet the said Abner tho often requested hath not performed his said promise but wholly neglects it - to the Damage of the said Ebenezer the Sum of twenty Pounds - The Puf appears by John Phelps Gent^r his A.M. & the Deft^r tho three times called to come into Court makes default of appearance here - Therefore it is considered by the Court that the said Eben^r do recover against the said Abner fifteen Pounds five shillings of lawful Damages & Cost of Court taxed at £1.13.10 & there of &c - Exon^r.

Leonard Noadiah Leonard of Sunderland in the County of Hampshire Gent^r Puf vs Bathis Denio of Grantham in the aforesaid County Yeoman Deft^r in a Plea of the Case for that the said Bathis at Sunderland aforesaid

Leonard
vs
Dennis

on the third Day of April last past was justly 177
indebted to the said Noadiah in the Sum of five
Pounds Silver Money for so much Money before that
Time had & received by said Battis for his the said Leonard
use: he the said Battis then & there in Consideration
thereof promised said Leonard to pay him the same
Sum on Demand: also for that whereas the said Battis
at Grunfield aforesaid on the last Day of April last
past was justly indebted to the said Leonard in other
Sum of Five Pounds Silver Money for so much Money
advanced & paid by him the said Leonard for him the
said Dennis at his the said David's special Instance
and Request He the said Dennis then & there in con-
sideration thereof promised the said Leonard to
pay him the last mentioned Sum on demand & yet
the said Battis tho often thereto requested hath never
paid said Sum or either of them or was faithful
either of his said Promises - but wholly neglecting
to the Damage of the said Leonard the Sum of
Ten Pounds lawful Money - The Duf appears by
John Chetters Williams Esq^r his atty & the Duf tho
three times called to come into Court makes default
of appearance here - Therefore it is considered
by the Court that the said Noadiah do recover
against the said Battis five Pounds of lawful
Money Damages & Cost of Court taxed at £1:9:0
and thereof &c - Exon^r of Mar 25 1703 -

Atwater
vs
Sacket & al
No 18th -

John Atwater of Westfield in the County of Hampshire
Intuper Duf vs Stephen Sacket of Westfield in the County
aforesaid Yeoman & Eunice his Wife Executors of the last
Will & Testament of David Rose late of Westfield aforesaid
Husbandman deceased in said Capacity Duf in a Plea
of Trespass on the Case for that whereas the said David
in his Lifetime & with on the ~~fourth~~ fourth unth Day of
December in the Year of our Lord one thousand seven
hundred & twenty four at Westfield aforesaid was in-
debted to the said John in the Sum of six Pounds fif-
teen shillings & seven Pence of Lawful Money for divers
Good Wares & Merchandizes before that Time sold & delivered
to the said David by the said John at his the said David's

Atwater Special Instance & Request & being so Indebted the
said David in Consideration thereof assumed on him-
self & to the said John then & there faithfully promised
to pay him the same Sum & the lawful Interest thereof
whenever after he the said David should be thereto re-
quested - Also for that whereas the said John afterwards
to wit the same fourth in the Day of September at Westfield
aforesaid at the special Instance & Request of the said
David had sold & delivered to the said David in his
life time divers Goods Wares & Merchandizes other than
those aforesaid the said David in Consideration thereof
of afterwards in his life time to wit the same Day, Year
and Place last mentioned assumed upon himself & to
the said John then & there faithfully promised that he
the said David so much Money as the said Good Wares
and Merchandizes last aforesaid were reasonably worth
at that Time of the sale & Delivery thereof with the
Lawful Interest thereof to the said John when there-
to afterwards he should be requested would well & faith-
fully pay & content - And the said John avers the
Good Wares & Merchandizes last aforesaid at the Time
of the sale & delivery thereof were reasonably worth
the Sum of Nine Pounds lawful Money & thereof the
said John afterwards to wit the same Day & Place to
the said David gave Notice - Yet the said David
in his life time or the said Stephen & Eunice or ei-
ther of them after the Death of the said David have not
paid either of the Sums aforesaid to the said ^{John, who took the said} David in
his life time & the said Stephen & Eunice after the
Death of the said David were often thereto requested
but they wholly neglected to do it to the Damage
of the said John the Sum of Twenty Pounds -
The Puf being now three Times called to come into
Court is nonsuit & the Deft defaulted & the Action
dismissed -

Judd Esq^r Jonathan Judd of Southampton in the County of
Hampshire Esq^r Puf is Abner Smith of Murrayfield in
the County aforesaid Gentleman Deft. in a Plea &
In reply on the Case for that the said Abner or Mur-
rayfield aforesaid on the twenty third Day of October
last past by his Note for value recd. promised the
Jonathan to pay him or order the Sum of forty
Pounds three shillings & eight Pence lawful Money on

Judd Esq Demand with Interest till paid - Yet the 178
Smith said Abner tho often thereto requested hath never
paid the Contents of the said Note to the said
Jonathan or any Part thereof but wholly neglects it
to the Damage of the said Jonathan the Sum of
Forty six Pounds - The Puf appears by Caleb Strong
Esq^r his Att^y & the Deft tho thrice times called to come
into Court makes default of appearance here -
therefore it is considered by the Court that the
Jonathan do recover against the said Abner forty
one Pounds eight Shillings & four Pence lawful
Money Damages & Cost of Court taxed at £1:7:6 -
and thereof &c - Exon^o in Nov 4 1703

Bradish
is
Cady
No 106 - James Bradish of Cannington in the County of
Hampshire Physician Puf is Jeremiah Cady of
a Place called Affhuelot equivalent in the County
of Berkshire adjoining to Pittsfield in the same County
Gent Deft in a Plea of Trespass on the Case for that
the said Jeremiah at Northampton aforesaid on the
ninthth Day of September in the Year of our
Lord one thousand seven hundred & eighty one by his
Note for value rec^d promised the said James to
pay him or order the Sum of three Pounds eleven
Shillings & six Pence in hand Cash or Silver on Demand
with Interest till paid - Yet the said Jeremiah
tho often thereto requested hath never paid the Con-
tents of the said Note to the said James or any part
thereof but wholly neglects & refuses to do - to
the Damage of the said James six Pounds -
The Puf appears by Caleb Strong Esq^r his Att^y &
the Deft tho thrice times called to come into Court
makes default of appearance here - Therefore
it is considered by the Court that the said James
do recover against the said Jeremiah three Pounds
seventeen Shillings & nine Pence of lawful Money
Damages & Cost of Court taxed at £1:12:10 -
and thereof &c - Exon^o in March 21 1703

Idem
is
Eldridge
No 107 James Bradish of Cannington in the County of Hamp-
shire Physician Puf is Daniel Eldridge of Windsor in
the County of Berkshire Gent Deft in a Plea of
Trespass on the Case for that the said Daniel at

Vdem
is
Eldridge

Northampton aforesaid on the fifth Day of June in the Year of our Lord one thousand seven hundred and eighty one by his Note of that Date for value received promised the said James to pay him or order ten Silver Dollars (meaning the sum of three Pounds lawful Money) or neat Cattle at the Price said Cattle were sold for in the Year one thousand seven hundred and twenty four (meaning neat Cattle of the Price of three Pounds) on or before the first Day of April then next with lawful Interest for the same sum till paid. Yet the said Daniel tho' often thereto requested hath not paid the Contents of the said Note to the said James or any Part thereof or any way contented him therefor - but wholly neglects it to the Damage of the said James six Pounds. The Def appears by Caleb Strong Esq^r his Att^y & Mr. Deft^r tho' three Times called to come into Court make default of appearance here. Therefore it is considered by the Court that the said James do recover against the said Daniel three Pounds & six shillings of lawful Money Damages and Cost of Court taxed at £12^s 4^d & thereof &c Ex con^y Mar 21 1783.

Marthins Ex^r Samuel Mather of Weytfield in the County of Hamp-
shire Esq^r Elisha Mather & Timothy Mather both of
So. Alford Northampton Husbandmen Executors of the last
No 180 Will & Testament of Samuel Mather late of said
Northampton Esq^r deceased Def^r is Joseph Alford &
Barnardston in the County of Hamp^rshire Husband-
man Def^r in a Plea that the said Joseph render to
them the said Samuel, Elisha & Timothy Executors
aforesaid the sum of four hundred Pounds of law-
ful Money which from them he unjustly detains for
this to wit that whereas the said Joseph on the eight-
teenth Day of June in the Year of our Lord one thou-
sand seven hundred & seventy seven at Northampton
aforesaid by his certain writing obligation sealed
with the seal of the said Joseph in Court to be pro-
duced the Date whereof is the same Day & Year aforesaid
acknowledge himself to be holden & firmly bound
to the said Samuel the Testator in the said sum
of four hundred Pounds to be paid to the same Sam^l.

Matters Ex^{ts}
is
A word

when he the said Joseph should be there to requested. 179
Nevertheless he the said Joseph too often there to requested
by the said Samuel the Testator in his Life time & the
Executor after the Death of the Testator hath not paid
the said Sum of four hundred Pounds to the said Sam^l
the said Testator in this life time or to the said Ex^{ts}
after the Death of the same Samuel or any part of the
same Sum but neglects to do it to the Damage of
the said Samuel Elisha & Timothy Executors in their said
Capacity the Sum of three hundred Pounds. The P^{rs}
appear by Caleb Strong Esq^r their A^{tt} & the Deft the
three times called to come into Court makes default
of appearance here. Therefore it is considered by the
Court that the said Executors do recover against the sd
Joseph two hundred & eight Pounds two Shillings of law
ful Money Damages & Cost of Court taxed at £ 1. 11. 6. in
and thereof &c.

Pomeroy
is
Smith
No 109

Asahel Pomeroy of Northampton in the County of Hamp
shire Gent P^{rs} is Abner Smith of Murrayfield in the
County aforesaid Gen^l Deft in a Plea of Traypass on
the Case for that the said at Northampton aforesaid on
the fifth Day of July in the Year of our Lord one thousand
seven hundred & eighty two by his Note for value therein
promised the said Asahel to pay him the full & just
Sum of sixteen Pounds fifteen Shillings & nine Pence law
ful Silver Money or Gold equivalent on Demand with
lawful Interest for the same till paid. & at the said
Abner too often there to requested hath not paid the
Contents of the said Note to the said Asahel or any
part thereof but neglects & refuses to do it to the
Damage of the said Asahel twenty Pounds.
The P^{rs} appears by Caleb Strong Esq^r his A^{tt} & the
Deft the three times called to come into Court makes
default of appearance here. Therefore it is
considered by the Court that the said Asahel
Pomeroy do recover against the said Abner Smith
seventeen Pounds six Shillings & nine Pence law ful
Money Damages & Cost of Court taxed at £ 1. 4. 6. in
and thereof &c.

Exon ip^s Mar 3 1783

Bradish
Ford Jun^r
18th 190

James Bradish of Cummington in the County
of Hampshire Plaintiff vs Herzhiah Ford Jun^r
of the same Cummington in the County aforesaid De-
fendant in a Plea of Trespass on the Case for that
the said Herzhiah at Northampton aforesaid on the
twentieth Day of September in the Year of our
Lord one thousand seven hundred & eighty by his
Note for value received promised the said James
to pay him or order ~~the sum~~ one hundred and
thirty five Pounds weight of Flax merchantable
and well dressed Flax within eighteen Month
from the Date of the said Note with lawful In-
terest till paid & the said James avers that mer-
chantable & well dressed Flax at the time of ma-
king the said Note was worth since both been & now
is of the value of ten pence in silver Money by the
Pound and the said James further avers that he
both always been ready since the said time of making
the said Note to receive the Flax of the said Herzhiah
^{yet the said Herzhiah}
but the said Herzhiah ^{ab} tho often thereto requested hath not paid or
delivered the Flax aforesaid to the said James or
any part thereof - but wholly neglects & refuses
to do it to the Damage of the said James the sum
of nine Pounds - The Jus appears by Calist the
Esq^r his Att^y & the Deft tho three times called to co-
into Court makes default of appearance here -
Therefore it is considered by the Court that the
James do recover against the said Herzhiah the sum
of nine Pounds nine Shillings & four Pence of lawful Money
Damages & Cost of Court taxed at £1. 11. 2
and thereof &c - Leon J^d Nov 21 1703.

Gibbs
Gauld
18th 191

Ebenzer Gibbs of Northampton in the County of
Hampshire Potter Puf vs Thomas Gauld of Gran-
in the County of Hampshire Yeoman Deft in a Plea
of Trespass on the Case for that the said Thomas at
Northampton on the eighteenth Day of January in
Year of our Lord one thousand seven hundred & eighty
two by his Note of that Date for value received
promised the said Eben^r to pay him or order four Pounds

Gibbs
vs
Gould

ten shillings & six pence in lawful Silver Money or ¹⁰⁰
the value thereof in good Merchantable Wheat at five
shillings by the Bushel on demand with Interest for
the same Sum till paid & the said Eben^r avers that he
hath always been ready since the making of the said
Note to receive the value in Wheat of the said Thomas.
Also for that the said Thomas at Northampton aforesaid
on the fifth Day of February last past by his Note for
value received promised the said Eben^r to pay him
the Sum of three pounds sixteen shillings & nine Pence
lawful Silver Money on Demand (meaning to pay
the lawful Interest for the same Sum from the said time
of making the said Note till paid: Yet the said Thomas
tho after thereto requested hath not paid the Contents
of either of the said Notes to the said Eben^r or any part
of either of them - but neglects & refuses to do so -
the Damage of the said Eben^r the Sum of twelve Pounds
lawful Money - The Def appears by Caleb Strong Esq
his Att^y & the Deft tho three times called to come into
Court makes default of appearance here - Therefore
it is considered by the Court that the Eben^r do recover
against the said Thomas eight Pounds eleven shillings
and nine Pence lawful Money Damages & Cost of Court
taxed at one Pound five shillings & ten Pence -
and thereof &c ----- Exon Jo. Mar 3. 1783 -

French
vs
Clap
N^o 192 -

Tertius French of Conway in the County of Hampshire
Gent Puf vs Asahel Clap of Northampton in the County
aforesaid Yeoman Dyk in a Plea of the Case for that
the said Asahel at said Conway on the last Day of August
in the Year of our Lord one thousand seven hundred &
eighty two owed the said Tertius the sum of twelve
Pounds in lawful Money for one pair of neat Cattle
by said Tertius to said Asahel at his the said Asahels
special Instance & Request there before that June
sold & delivered, he the said Asahel then & there in
Consideration thereof promised the said Tertius to
pay him the same Sum on Demand - Also for that
whereas the said Asahel there on the same Day and
Year being indebted to the said Tertius in another.

French
11
Clap

Sum of twelve Pounds in like Money for another
Pair of neat Cattle by said Tertius to said Asahel
at his the said Asahel's special Instance & Request
there before that Time sold & delivered, then & there
consideration thereof promised the said Tertius to pay
him the same Sum within one Month then next
following - Also for that whereas the Tertius at said
Conway on the same Day & Year had sold & delivered
to the said Asahel at his the said Asahel's special
Instance & Request one other Pair of neat Cattle to
the said Asahel in Consideration thereof then and
there promised the Tertius to pay him so much Mo-
ney as the same neat Cattle were reasonably worth
whenever he the said Asahel should be thereto requir-
ed - And said Tertius in fact says that the same
Pair of neat Cattle were reasonably worth the Sum
of twelve Pound in lawful Money to wit at the
Time of sale & delivery aforesaid at Conway afores.
whereof the said Asahel then & there had Notice -
Yet the said Asahel the often requested hath never
performed his said promises or either of them - but
wholly neglects & refuses to do it - to the Damage
of the said Tertius the Sum of thirty six Pounds
The Deft appears by Simon Strong Esq^r his A.M.T. & the
Deft by Caleb Strong Esq^r his A.M.T. comes & defends &
and for Plea says he never promised in Manner & Form
as the Deft declared against him & thereof put himself
on the Country - And the Deft likewise - Whereon
on the Jurais of the Jury according to the Form & Effect
of the Statute in such Case made & provided at this
returned and impannelled being likewise demanded
came here who to say the Truth concerning the
Premises being duly sworn declare upon their
Oaths by Medad Alvord their Foreman that they
find the Deft is guilty & assigns Damages for the Deft
at twelve Pounds lawful Money - Therefore it is
considered by the Court that the said Tertius does
recover against the said Asahel twelve Pounds lawful
Money & Cost of Court taxed at five Pounds eight
shillings & two pence lawful Money -

French Whereupon the said Asahel by Caleb Strong Esq^r 181
Clap^r his Att^y comes into Court & appeals from the Judge
ment of this Court to the Supreme Judicial Court
to be holden at Northampton within & for the County
ty of Hampshire on the last Tuesday of April next
and he recognizes with Sureties as the Law direct^t for
his prosecuting said appeal with Effect as by said
Recognizance on File does appear —

King David King of Wiltfield in the County of Hampshire
Strong, Yeoman ~~Asahel~~ P^l is John Strong of Pittsfield in the
No 193 County of Berkshire Gent^l & Administrator of all the
Good & Chattels Wrights & Credits that belong to Luke
Noble late of said Pittsfield Blacksmith deceased who
were of the said Luke at his Death, & in said Capacity
Def^t in a Plea of the Case for that whereas the said
Luke in his lifetime at said Pittsfield to wit at
Wiltfield on the last Day of August in the Year of our
Lord one thousand seven hundred & eighty in consider
ation that the said David had before that Time at the
special Instance of the said Luke (then living) sold
& delivered him one & a half Pound of German Steel and
one Bushel of Salt, he the said Luke then & there ap
peared on himself & to the said David faithfully pro
mised that he the said Luke would well & truly pay
and content him the David so much Money therefor
whenever afterwards he should be thereto requested
as the same Steel & Salt at the Time of sale & delivery
were reasonably worth & the said David in fact says
the same Steel & Salt at the time of the sale & delivery
were well worth two pounds eleven shillings & three
pence Lawful Money of which he gave said Luke
Notice then the same Day while living & to the said
John since the Death of the said Luke, yet the
said Luke tho often requested while living ~~never~~
paid the said David the same or any Part thereof
nor hath the said John ever paid the same tho often
requested since the Death of the said Luke — but
neglects & refuses to pay him to the Damage of the
said David the sum of five Pounds Lawful Money.

The Def^t appears by Samuel Fowler Gent his att^y &
the Def^t tho three times called to come into Court
make default of appearance here, Therefore it is
considered by the Court, that the said David do recover
against the said John two Pounds eleven shillings
and three Pence lawful Money Damages & Cost of
Court taxed at one Pound twelve shillings & five
Pence & thereof &c Exon^d Mar 3. 1783

Venlor
Wilds ~
No 194

John Vinton of Brambra in the County of Middle
sex Gen^l Def^t v. J^{es} Wilds of Williamburgh in the
County of Hampshire Yeoman Def^t in a Plea of
the Case for that the said J^{es} at said Northampton
on the tenth Day of October in the Year of our Lord
one thousand seven hundred & eighty two by his
Note for value Received promised the said John to
pay him or order the sum of twenty Eight Pounds
three shillings lawful Money on demand with
the lawful Interest for the same sum till paid:
Yet the said J^{es} tho often requested hath never
paid the same or any part thereof but neglects in
to the Damage of the said John Thirty Pounds
The Parties severally appear & on a Motion of the
Def^t agree to have this Case continued to the next
Term, Therefore it is considered by the Court the
said Parties have Day here untill the third Tuesday
of May next ~ ~

Admⁿ on the
Estate of John
Lindsey ~
Petⁿ for sale
of fifteen
Pounds of
Real Estate

Daniel Ludinton admⁿ on the Estate of John Lindsey
late of Westfield in the County of Hampshire deceased
humbly shews that the Personal Estate of the deceased
is insufficient to discharge the Debt due from the
Estate the Admⁿ do^t allowed to said Debt executing
the Personal Estate the sum of Eleven Pounds four shil-
lings & seven Pence halfpenny as by a Certificate from
the Office of Registry of Probate of Wills for said County
will appear. He also prays he may be allowed to make sale
of so much of the Real Estate of the dec^d as to enable him to pay
Debt due from the said dec^d with Cost of sale &c. Therefore
the Court it is considered that said Admⁿ may make sale
of so much of the Real Estate ^{as will} produce the sum of fifteen
Pounds for the purpose aforesaid & He duly observing the la-
tuching such sale ~

No 195 ~

Commonwealth
21
Wm Dickinson
No 196

Robert Treat Paine Att^y General for the Commonwealth
of Massachusetts and in their behalf complains of Nath^l
Dickinson late of Durfield in the County of Hampshire
Yorran and gives the Court to understand and be informed
as may be seen at large set forth in the original Complaint
on File — And thereupon it is now considered that the said Com-
plaint be continued to the next Term, and that the Clerk of this
Court do cause to be published agreeable to Law a Schedule of the
Lands & Tenements set forth in said Complaint, that all Persons
claiming the same or any part thereof, may enter their Claims
at the next Term of this Court the third Tuesday of May next.

Commonwealth
Isaac Royal
No 197

Robert Treat Paine Att^y General for the Commonwealth
of Massachusetts & in their behalf complains of Isaac Royal
late of Medford in the County of Middlesex Esq^r & gives
the Court to understand & be informed as may be seen at
large in the original Complaint on File — And there-
upon it is now considered that the said Complaint be con-
tinued to the next Term, and that the Clerk of the
Court do cause to be published agreeable to Law a Schedule
of the Lands & Tenements set forth in said Complaint that
all Persons claiming the same or any part thereof, may
enter their Claims at the next Term of this Court the
third Tuesday of May next —

Commonwealth
Black
No 198

Robert Treat Paine Att^y General for the Commonwealth
of Massachusetts and in their behalf complains of Richard
Black^{late} of Boston in the County of Suffolk Esq^r and gives
the Court to understand & to be informed as may be seen
at large ^{set forth} in the original Complaint on File — And
thereupon it is now considered that the said Complaint
be continued to the next Term, and that the Clerk of
the Court do cause to be published agreeable to Law a
Schedule of the Lands & Tenements set forth in said Com-
plaint that all Persons claiming the same or any part
thereof may enter their Claims at the next Term of this
Court the third Tuesday of May next —

Commonwealth
and Apthorp
No 199

Robert Treat Paine Att^y General for the Commonwealth
of Massachusetts & in their behalf complains of Charles Ward
Apthorp of New York in the County & State of New York Esq^r
and gives the Court to understand & be informed as may
be seen at large set forth in the original Complaint on File
And thereupon it is now considered that the said Complaint
be continued to the next Term, and that the Clerk of the Court do
cause to be published agreeable to Law a Schedule of the
Lands & Tenements set forth in said Complaint that all
Persons claiming the same or any part thereof, may enter their
claim at the next Term of this Court the third Tuesday of May
next —

Commonwealth
of
Massachusetts
Williams
N^o 200

Robert Treat Paine ATT General for the Commonwealth
of Massachusetts & in their behalf complains of Elijah Wil-
liams of Springfield in the County of Hampshire Gent^l &
gives the Court to understand & to be informed as may
be seen at large set forth in the original Complaint on
File - And thereupon ^{now} it is considered that the said
Complaint be continued to the next Term & that the Clerk
of the Court do Cause to be published agreeable to Law
a Schedule of the Lands & Tenements set forth in the
said Complaint that all Persons claiming the same on
any Part thereof may enter their Claims at the next
Term of this Court the third Tuesday of May next -

Attest
Wm Woodhott

Alexander Woodhott of Springfield in said County of
Hampshire Gent^l is now admitted to be an Attorney
in this Court and he took and subscribed the Oath required
by the Constitution of this Commonwealth to qualify him
for the Execution of the Duties of said Office

The foregoing Arguments be being made & entered
upon in manner as aforesaid and the Court was ad-
journed without Day
Attest Rob Breck Cler

Hampshire 18. In the Court of Common Pleas holden at Spring 183.
held in and for the said County of Hampshire
on the third Tuesday of May being the 20th day of said Month
and did Die in Term to the 24th day of said Month Anno
Domini 1783.

Jurors of the said Court present

Timothy Garrison Esq

Charles Porter Esq

Wm. Rich Esq

Samuel Mather Esq

Jury of Trials

John Nath^l Ely Juror

Henry Cotton

Sam. Joel. Dancourt

Thos. Lloyd

Pal. David Thring

Thom. Thintori

West. Oum Jacket

Daniel Noble

Brian Elijah Hitchcock

John Haggis

Blair. David Black

Roger Parks

Contin^d Cases

Phelps

vs
Ashley

Nath^l Phelps of Westfield in the County of Hampshire Coman^d vs
William Ashley of Sheffield in the County of Berkshire Gen^l
Def^t in a Plea as is of Record heretofore. The Parties mutually
appear and agree that the Case can be further continued under the
former Rule; and it is considered that they accordingly have
Done here untill the last Tuesday of August next.

Thompson

vs
Thring

Jonathan Thompson of Brimfield in the County of
Hampshire Gen^l vs William Thring of Abrahams in
the same County Gen^l Def^t in a Plea as is of Record
heretofore. The Def^t being three times called to come
into Court is nonsum^d & the Def^t defaulted & the action
dismissed.

Thomas

vs
Doolittle

Leewell Thomas of Westfield in the County of Hampshire
Coman^d vs Titus Doolittle of the same Westfield and
County aforesaid Coman^d Def^t in a Plea as is of Record
heretofore. The Def^t appears by John Phelps Gen^l and
and the Cause Strong Esq^r his Att^y & the Def^t by Simon
Strong Esq^r his Att^y comes & defends &c and for Pleasays
he is not guilty in Manner & Form as the Def^t in his
Plea avers. him has alledged & there of for Trial
put himself on the Country. and the Def^t likewise.
Whereupon the Jurors of the Jury according to the Form &
Effect of the Statutes in this Case made & provided at this
Time returned & impannelled being demanded like
wise come here who to say the Truth concerning the
premises being duly sworn declare upon their Oaths
by Nath^l Ely Jun^r their Foreman that they find the Def^t
not guilty. After which the Parties came into Court and
agree to submit this Case and all demands to Judgement
and final Determination of Samuel Mather Timothy Robinson

Thomas
Doolittle

and Jonathan Tidd Esq^r the Award of them or any two
of them to be final and it is agreed that they Award &
determine respecting the Line between the P^{ly} & the D^{ys}
and respecting their respective Titles to the Lands in Que-
tion and to make & set up M^{ts} & Bounds between the Land
of the said Thomas & Doolittle and that Judgment be ren-
dered and Exec^d - y^e accordingly -

Wherefore it is considered by the Court that the said
Parties have further Day here untill the last Tuesday of
August next -

Daniel Fowler
Bildad Fowler

Daniel Fowler of Westfield in the County of Hampshire
Inholder. P^{ly} is Bildad Fowler Jun^r Gen^l John Fowler
Yeoman. both of the same Westfield & County aforesaid
in a Plea^{ce} as is of Record heretofore - The Parties
now appear & mutually agree to refer this Case to the
Judgements Award & final Determination of Justin Ely
Abraham Burbanks & David Mosley Esq^r who are to
hear the said Parties & the Award of them or any two
of them to be final and is to be returned into this
Court Judgment to be made up & Exec^d y^e accordingly
The Refer^{es} above mentioned now come & bring into
Court their Award as follows viz -

We the Subscribers being appointed by the above Rule of
Court to hear & determine the Case above mentioned
having first duly notified the Parties met at the
dwelling House of Mr Daniel Fowler & having fully
heard the Parties with their respective Proofs and
Allegations do judge award and determine that the
Daniel Fowler do not recover any Damages on the said Action
but that the said Bildad Fowler do recover of the said
Daniel his Cost of Court & also his Cost of this Reference tax
at sixteen shillings & six Pence all which is humbly submitted
Abram Burbanks & David Mosley Refer^{es} - Therefore
it is considered by the Court that the said Bildad & c^d
recover against the said Daniel his Cost of Court and
this Reference taxed at £2:15:6 - & there of £0 -
Exec^d y^e May 20 170

Fowler
Clap

Daniel Fowler of Westfield in the County of Hampshire
Inholder. P^{ly} is Ezra Clap of the same Westfield & County
aforesaid Gen^l D^{ys} in a Plea^{ce} as is of Record heretofore
The Parties now appear & agree to refer this Case to the
Award & final determination of the ab^{ove} mentioned Re-
fer^{es}, who are to hear the said Parties & the award of them
any two of them is to be final, to be returned into this
Court Judgment to be made up & Exec^d y^e accordingly
The Refer^{es} above mentioned now come & bring into
Court their Award as follows viz - We the Subscribers
being appointed by the above Rule of Court to hear

Fowler
vs
Clap

and determine the Case above mentioned having first
duly notified the Parties met at the dwelling House of
Mr Daniel Fowler and having fully heard the Parties and their
respective Proofs & Allegations do Judge, award & Determine
that the said Daniel Fowler do not recover any Damages on
the said Action - but that the said Ezra Clap do recover his
Cost of Court and his Cost of Reference being one Shilling and
six Pence which is humbly submitted. Abram Burbanks
David Mosley Referees & Therefore it is considered by the
Court that the said Ezra Clap do recover against
the said Daniel his Cost by Court & Reference being
two Pounds & six Pence lawful Money - & thereof &
Ex con j^d Day 20 1703

Black
vs
Woolworth

Danielson
vs
Bascorn

Timothy Danielson of Brimfield in the County of Hamp-
shire Esq^r vs Calib Bascorn of Winton in the Coun-
ty of Worcester Tinner Deft in a Plea &c as is of Record
heretofore - The Puf appears by Abner Morgan Esq^r his
Att^y & the Deft the three Times called to come into Court
makes default of appearance here - Therefore it is con-
sidered by the Court that the said Timothy do recover a-
gainst the said Calib one Pound fifteen Shillings & four
Pence of lawful Money Damages & Cost of Court Taxes at
£ and thereof & Ex con j^d

Clark
vs
Brooks

William Clark of Colrain in the County of Hampshire Esq^r
vs Lerah Brooks of the same Colrain in the County of said
Hampshire Deft in a Plea &c as is of Record heretofore
The Parties severally appear & agree that this Case be conti-
nued to the next Term under the former Rule & it is
therefore considered by the Court that the said Parties
Day here untill the last Tuesday of August next -

Moor
vs
Chaney

John Moor of Union in the County of Windham &
State of Connecticut vs Daniel Chaney of
Amherst in the County of ~~Amherst~~ Hampshire Husbandman
Deft in a Plea &c as is of Record heretofore - The Puf ap-
pear by Abner Morgan Esq^r his Att^y & the Deft the three Times
called to come into Court makes default of appearance here
Whereupon it is considered by the Court that the said
John do recover against the said Daniel fourteen Pounds

Moore
" "
Cahney

Twenty Shillings & seven Pence of lawful Damages & costs
of Court taxed at £2:0:0
The Deft by Caleb Strang Esq^r his Att^y comes into Court & ap-
peals from the Judgement of this Court to the Supreme Judicial
Court to be holden at Springfield in & for the County of Hamp-
shire on the fourth Tuesday of September next & he recogni-
zes with Sureties as the Law directs for his prosecuting said
appeal with Effect as by said Recognizance on File does
appear

Ebene^r Wright
" "
E. Lyman

Ebenezer Wright of Northampton in the County of Hamp-
shire Yeoman P^{er} vs Elijah Lyman of Hadley in the
County aforesaid Gen^l Deft in a Plea &c as is of Record
heretofore The Parties severally appear & it is considered
by the Court that they have Day here untill the last Tues-
day of August next

Nath^l Wright & al
" "
Eandem

Nathaniel Wright Yeoman & Biddad Wright Yeoman
both of Northampton in the County of Hampshire P^{er}
vs Elijah Lyman of Hadley in the County of Hampshire
aforesaid Gen^l Deft in a Plea &c as is at large of Record
heretofore The Parties severally appear & it is considered
by the Court that they have Day here untill the last
Tuesday of August next

Bid^d Wright
" "
Eandem

Biddad Wright of Northampton in the County of Hamp-
shire Yeoman P^{er} vs Elijah Lyman of Hadley in the
County aforesaid Gen^l Deft in a Plea &c as is of Record
heretofore The Parties severally appear & it is consider-
ed by the Court that the said Parties have Day here un-
till the last Tuesday of August next

Clark

" "
Eandem

Ezra Clark of Northampton in the County of Hamp-
shire S^{er}hol^don P^{er} vs Elijah Lyman of Hadley in the
County aforesaid Gen^l Deft in a Plea &c
as is of Record heretofore The Parties severally ap-
pear & it is considered by the Court that they have Day
here untill the last Tuesday of August next

Gibbs

" "
Eandem

John Gibbs of Springfield in the County of Hamp-
shire Yeoman P^{er} vs Seth Beman of Belcherstown
in the County aforesaid Yeoman Deft in a Plea &c as
is at large of Record heretofore The P^{er} appears in
his own Person & the Deft tho^{se} thr^{ee} times called to come
into Court make default of appearance here - Thereupon
it is considered by the Court that the P^{er} do recover
against the Deft three pounds five shillings of lawful
Damages & Cost of Court taxed at £2:7:10 - & there of &
Exec^u on 17 June 1783

the Court

Dickinson

Amasa Sheldon of Barnardston in the County of Hamp-
shire Gen^l P^{er} vs Conider Dickinson of Deerfield in
the same County Husbandman Deft in a Plea &c
as is at large of Record heretofore The Parties severally
appear & agree to refer this Case to the Award & final

Sheldon Determination of Robert Brick Israel Chapin and 185
Daniel Jones Esq^r who are to here said Parties & the
Dukimon Award of them or any two of them is to be final to be
returned into this Court Judgement to be made up &
upon to issue accordingly. Wherefore by the Court
it is considered that the said Parties have Day here
until the last Tuesday of August next.

Clary
Jaine
Elisha Clary of Lavereth in the County of Hampshire Geo
man Puf is Miller Paine of the same Lavereth & County
aforesaid Yeoman Dykt in a Plea &c as is of Record
before. The Puf appears by Joseph Clark Gen^l his Att^y
and the Dykt the three times called to come into Court
makes default of appearance here. Therefore it is by
the Court considered that the said Elisha do recover
against the said Miller

of Lawful Money Damages & Cost of Court taxed at £
~~and thereof~~ The Dykt by John Chester Williams Esq^r
his Att^y comes into Court & appeals from the Judgement
of this Court to the supreme Judicial Court to be holden
at Springfield in & for the County of Hampshire on the
fourth or last Tuesday of September next & he recogni
zes with Sureties as the Law directs for his prosecuting said
appeal with Effect as by said Recognizance on File don appear.

Kap
Lunden
Moses Kap of Lavereth in the County of Hampshire Geo
man Puf is Miller Paine of the same Lavereth in the County
aforesaid Yeoman Dykt in a Plea &c as is of Record at large
heretofore. The Puf appears by Joseph Clark Gen^l his
Att^y & the Dykt the three Times called to come into Court
makes default of appearance here. Therefore by
the Court it is considered that the said Moses do recover
against the said Miller

of Lawful Money Damages & Cost of Court taxed at £
and thereof &c.

Woolworth
Belcher
Richard Woolworth of Springfield in the County of
Hampshire Tanner Puf is Andrew Belcher of Partridge
field in the County of Berkshire Gen^l Dykt in a Plea
&c as is at large of Record heretofore. The Puf ap
pear by John C. Williams Gen^l his Att^y & the Dykt the three
Times called to come into Court makes default of appearance
here. Therefore it is considered by the Court that the said
Richard do recover against the said Andrew twenty five
Pounds & two shillings of Lawful Money Damages & Cost of
Court taxed at £1:10:00 & thereof &c. Upon 27 May 27-1783

Gibbs
Blair
John Gibbs of Blandford in the County of Hampshire Geo
man Puf is Isaac Blair of the same Blandford aforesaid Yeoman
Dykt in a Plea &c as is of record heretofore.

Jobbs
Blair

The Def appears by Moses Bluff Esq^r his atty & the
Plf by Simon Strong Esq^r his atty comes & depends
for Plea says, that he never promised in Manner & Form
as the Def in his Declaration has alleged against him
and thereof puts himself on the Country & the Plf
likewise. Whereupon the Jurors of the Jury accord-
ing to the Form & Effect of the Statute in this Case made
and provided at this Time returned & impannelled being
demanded likewise come here who to say the Truth con-
cerning the Premises being duly sworn declare upon
their Oath by Nath^l Ely Jun^r their Forem that they
find the Def guilty & award Damages for the Plf at
six Pounds & Cost of Court taxed at £7:12:4

The Def by ~~Lucas~~ comes into Court & appeals
from the Judgement of this Court to the Supreme Judi-
cial Court to be holden at Springfield in & for the
County of Hampshire on the last Tuesday of Septem^r
next & he Recognizes with Sureties as the Law directs for
his prosecuting said appeal with Effect as by writ
Recognizⁿ on File does appear

Mighills
Torry

Aaron Mighills of Brimfield in the County of Hampshire
Gent^r Plf is John Torry of Springfield in the County of
Gent^r otherwise called John Torry of Boston in our County
of Suffolk Gent^r Deft in a Plea &c as is of Record heretofore
The Parties severally appear & agree to have this Case con-
tinued to the next Term. Therefore it is considered by the Court
that the Parties have further Day here untill the last Tuesday
of August next

Bridgham
Howe

James Bridgham of Boston in the County of ~~Hampshire~~
Suffolk Esq^r Plf Moses Howe of Belchertown in the
County of Hampshire Gent^r Deft in a Plea &c as is of Re-
cord heretofore. The Parties severally appear & agree on a
Motion of the Deft the Plf not objecting to have this
Case continued to the next Term. Therefore it is consid-
ered by the Court that the said Parties have Day here untill
the the last Tuesday of August next

Reed
Bagg

Martin Reed of Westfield in the County of Hampshire
Gent^r Plf is Thimas Bagg of Pittfield in the Coun-
ty of Berkshire Gent^r Deft in a Plea &c as is of Record
heretofore. The Def appears by Sam^l Fowler Gent^r his
att^y & the Deft the Th^o Times called to come into
Court makes default of appearance here. Therefore it is consid-
ered by the Court that the do owes against the Deft nine Pounds sec-
ondlings Damages & Cost of Court taxed at £2:1:9 & thereof &c
Exon p^r May 28 1783

Campbell
vs
Cornish

186
Thomas Campbell of Southwick in the County of
Hampshire German Def vs Taber Cornish of
Warrington in the County of Berkshire Gen^l Def in a
Plea &c as is at large of Record heretofore - The
Def appears by Samuel Fowler Gen^l his Att^y & the
Deft tho³ three Times called to come into Court
makes default of appearance here - Therefore
by the Court it is considered that the said Thomas
do recover against the said Taber eight Pounds
four Shillings & two Pence of Lawful Money Dam-
ages & Cost of Court taxed at two Pounds eighteen
Shillings & six Pence - & there of & Date is May 20 1783

Pibbs
vs
Smith

James Pibbs of Pelham in the County of Hampshire
German Def vs Herchiah Smith of Belcherstown in
the County aforesaid German Deft in a Plea &c
as is of Record heretofore - ~~The Def appears by
Samuel Fowler Gen^l his Att^y & the Deft tho³ three
Times called to come into Court makes default of
appearance here -~~ The Parties severally appear
and agree on a motion of the Def that this Case be
continued to the next Term, Therefore it is by the
Court that the said Parties have Day here untill
the last Tuesday of August next -

Perkins
vs
Burr

Primas Perkins of Southwick in the County of Hamp-
shire German and Town Treas^r vs for said Town Def
vs Adonijah Burr late of Southwick in the County a-
foresaid Gen^l Deft in the Plea &c as is of Record
heretofore - The Def being three Times called to
come into Court is non-suit & the Deft defaulted &
the Action dismissed -

Day
vs
Leonard

Benjamin Day of West Springfield in the County
of Hampshire Gen^l Def vs Plincy Leonard of the
same West Springfield in the County aforesaid Geo-
man Deft in a Plea &c as is of Record heretofore -
The Parties severally appear & on a Motion of the Def
agree to have this Case continued to the next Term
Therefore it is considered by the Court that they
have Day here untill the last Tuesday of Augst next.

Idem
vs
Cooper

Benjamin Day of West Springfield in the County of
Hampshire Gen^l Def vs Enoch Cooper of the same
West Springfield in the County aforesaid Gen^l Deft in
a Plea &c as is of Record heretofore - The Parties severally
appear & on a Motion of the Def agree to have this Case continued
it is therefore considered that they have Day till the last Tuesday
of August next -

Cornish Taber Cornish Washington in the County of Berkshire
shire Gent Puf is Waitstell John Plumb of Middle
Plumb town in the County of Hartford & State of Connecticut
Yeoman Deft in a Plea &c as is of Record heretofore
The Puf appears by Sam^l Fowler Gen^l his ATT and the
Deft the three times called to come into Court makes
default of appearance here
Therefore it is considered by the Court that the said Taber do recover against
the Deft eight Pounds four Shillings & four Pence of
lawful Money Damages & Cost of Court taxed at two
Pounds eighteen Shillings & six Pence of like Money
and thereof &c
Exon ifi May 20th 1783

Fowler Stephen Fowler of Westfield in the County of Hampshire
Yeoman Puf is Abner Smith Gen^l & Gershom Rust of
Smith & al both of Murrayfield in the County aforesaid Defs in
a Plea &c as is at large on Record heretofore
The Puf appears by Sam^l Fowler Gen^l his ATT & the
Deft the three times called to come into Court makes
default of appearance here
Therefore it is considered by the Court that the said Stephen do recover against
the Defs twelve Pounds ten ^{Shillings} eight Pence of lawful
Money Damages & Cost of Court taxed at £1-10-6
and thereof &c
Exon ifi May 28 1783

King John King Heathway of Suffield in the County of Hamp
shire Yeoman Puf is Battis Denis of Springfield in the
Denis same County of Hampshire Yeoman Defs in a Plea &
as is of Record heretofore
The ^{Parties} Puf appears by a
Motion of the Puf agree to have this Case continued
to the next Term
Therefore it is considered by the
Court that the said Parties have Day here untill the
last Tuesday of August next

William David Williams of Springfield in the County of Hamp
shire Yeoman Puf is Roger Bagg of Westfield in the
Bagg County aforesaid Cordwainer Defs in a Plea &c as is
of Record heretofore
The Parties severally appear and
agree that this Case be continued to the next Term
under the former Rule
And it is therefore considered by the Court that the said Parties have Day here
untill the last Tuesday of August next

Roob Roger Roob of Southwick in the County of Hampshire
Norton & al Yeoman Puf is Eldad Norton Yeoman & Robert Norton
Yeoman both of Southwick in the County aforesaid Ex^{ors}
of the last Will & Testaments of Furugrace Norton late
of said Southwick deceased, & in said Capacity Defs
in a Plea ^{&c} as is of Record heretofore
The Puf
appears by John Phelps Gen^l his ATT & the Deft the

Koot.
Norton & al

thru Times called to come into Court makes de
fault of appearance here — Therefore it is considered
by the Court that the said Roger do recover against
the Deft nine Pounds two shillings & eleven Pence of
Lawful Money Damages & cost of Court taxed at two
Pounds two shillings & ten Pence like Money —
and thereof &c — Exon^{is} June 24 1703

Whitney
Whitney & al

Abel Whitney of Westfield in the County of Hampshire
Gen^l Puf is Aaron Whitney of Northfield in the County
aforesaid Trader and William Barron of Peterham in the
County of Worcester Esq^r Defs in a Plea &c as is of the
cord heretofore — The Parties severally appear & it is con
sidered by the Court that the said Parties have Day here
untill the last Tuesday of August next —

Whitney
Whitney & al

Paul Whitney of Westfield in the County of Hampshire
Gen^l Puf is Aaron Whitney of ~~Westfield~~ Northfield
in the County aforesaid Trader & William Barron of
Peterham in the County of Worcester Esq^r Defs in a Plea
&c as is of the record heretofore — The Parties severally ap
pear & it is considered by the Court that they have
Day here untill the last Tuesday of August next —

Bigelow
Fowler

Titus Bigelow of Southwick in the County of Hamp
shire Yeoman Puf is Abner Fowler of the same South
wick & County aforesaid Yeoman Deft in a Plea &c
as is of the record heretofore — The Parties severally ap
pear & agree to refer this Case the award & final deter
mination of Justin Ely Esq^r Abr^m Burbanks & Dav^r Hopley
whome to hear said Parties & the Award of them or any
two of them is to be final to be returned into this
Court Judgement to be made up & Exon^{is} accordingly —
Therefore it is considered by the Court that the said
Parties have Day here untill the last Tuesday of August
next —

King
King

David King of Westfield in the County of Hampshire Ye
oman Puf Gideon King of New Lebanon in the County
of Albany & State of New York Yeoman Deft in a Plea
as is at large heretofore — The Puf appears by Roger
Bliss Esq^r & Caleb Strong Esq^r his Att^y & the Deft by
Thomas Gold comes & defends &c and for Plea says
he never promised in manner & form as the Puf in
his Declaration against him has alledged & therefor
Trial put himself on the Country — & the Puf also
Whereupon the Jurors of the Jury according to the form
and Effect of the Statutes in this Case made & provi
ded at this Time returned & unparrolled being deman
ed likewise come here who to say the Truth concerning

the Premises being duly sworn declare upon their Oaths
by Nathaniel Ely Jun^r their foreman that the Def^t pro-
mised in Manner & Form as the Def^t in his Declaration has
alleged & ap^d Damages for the Def^t at four Pounds ten
shilling of lawful Money & Cost of Court taxed at six
Pounds seven shillings & four Pence of like Money
and thereof &c
Exon^d 20 May 1783

Warner & Son
Lyman

Jonathan Warner & Noadiah Warner both of Hadley
in the County of Hampshire Joint Traders Def^s.
Elijah Lyman of the same Hadley & County aforesaid
said Gen^l Def^t in a Plea & as is at large of Record
heretofore. The Parties severally appear & it is con-
sidered by the Court the said Parties have Day here
untill the last Tuesday of August next.

White
Eundem

Nathaniel White of Hadley in the County of Hampshire
Yeoman Def^t is Elijah Lyman of the same Hadley &
County aforesaid Gen^l Def^t in a Plea &c as is of
Record heretofore. The Parties severally appear & it
is considered by the Court that they have Day here
untill the last Tuesday of August next.

Smith
Eundem

Phineas Smith of Granby in the County of Hampshire
Gen^l Def^t is Elijah Lyman of Hadley in the same
County aforesaid Gen^l Def^t in a Plea &c as is of
Record heretofore. The Parties severally appear
and it is considered by the Court that they have Day
here untill the last Tuesday of August next.

Smith Jun^r
Eundem

Phineas Smith Jun^r of Granby in the County of
Hampshire Gen^l Def^t is Elijah Lyman of Hadley in
the County aforesaid Gen^l Def^t in a Plea &c as is of
Record heretofore. The Parties severally appear & it
is considered by the Court that said Parties have
Day here untill the last Tuesday of August next.

Oleath
Gaylord

Peter Oleath of ^{Sorwich} Windsor in the County of Windsor and
State of Vermont Esq^r Def^t is Oliver Gaylord of
South Hadley in the County of Hampshire Yeoman
Def^t in a Plea &c as is of Record heretofore. The
Parties severally appear & it is considered by the
Court that they have Day here untill the last
Tuesday of August next.

Henry
Smith

Josiah Henry of South Hadley in the County of Hamp-
shire Yeoman Def^t is Israel Smith of Brattlebo-
rough in the County of Windham & State of Vermont
Yeoman Def^t in a Plea &c as is of Record heretofore.

Henry
Smith
book
Hambledon
The Def being three Times called to come into Court 188
is nonsuited & Deft defaulted & the Action dismissed
Elisha Cook of Hadley in the County of Hampshire
Genl Def is Robert Hambledon of Chestersfield
in the County aforesaid Yeoman Deft in a Plea
&c as is of Record heretofore - The Parties severally
appear & it is considered by the Court that the said
Parties have Day here until the last Tuesday of
August next -

Hannam
Bridges
Rachel Hannam of Belcherstown in the County of
Hampshire Widow Def is Jonathan Bridges of the
same Belcherstown & County aforesaid Yeoman
Def in a Plea &c as is of Record heretofore -
The Parties severally appear & it is considered by the
Court that the said Parties have Day here until
the last Tuesday of August next -

Forster Esq
Pollard
Dwight Forster of Brookfield in the County of
Worcester Esq Def is Benjamin Pollard of Palmer
in the County of Hampshire Genl Def in a
Plea &c as is of Record heretofore - The Def appears
in his own Person ~~by Samuel Carter Genl~~ of the Deft the three Times
called to come into Court makes default of appear-
ance here - Therefore it is considered by the Court
that the said Dwight do recover against the said Ben-
jamin three Pounds seven shillings & four Pence
of Lawful Damages & cost of Court taxed at £2:12:0 -
The Deft by John Chester Williams Esq his Att comes
into Court & appeals from the Judgement of this Court
to the Supreme Judicial Court to be holden at Spring-
field in & for the County of Hampshire on the last
Tuesday of September next & he recognizes with
Sureties as the Law Direct for his prosecuting said ap-
peal with Effect as by said Recognizance on File can
appear -

Hooker
Lobes
Joseph Hooker of Granwich in the County of Hamp-
shire Genl Def is Joseph Lobes Husbandman & his
dear Shaw Sailes both of Granwich in the County
aforesaid Deft in a Plea &c as is of Record hereto-
fore - The Def appears by Dwight Forster Esq his
Att of the Deft the three Times called to come into
Court default of appearance here - Therefore by the
Court it is considered that the Def do recover against
the Defts thirty two Pounds eight shillings Damages & cost
of Court taxed at £2:9:6 - and thereof £1000 in May 26 1783

Fowler
vs
Cotton

Bildad Fowler of Westfield in the County of Hampshire
vs
Charles Cotton of Springfield in the County aforesaid
Gen^l Dyk in a Plea & as is of Record heretofore
The Puf appears by Justin Ely Esq^r his Att^y & the Deft the three times called to come into Court makes default of appearance here
Therefore it is considered by the Court that the Bildad do recover against the said Charles ninety six Pounds thirteen Shillings & ten Pence of Lawful Damages & Cost of Court taxed at two Pounds two Shillings of like Money
The Deft by Caleb Thompson Esq^r his Att^y comes into Court & appeals from the Judgement of this Court to the Supreme Judicial Court to be holden at Springfield in & for the County of Hampshire on the last Tuesday of August next & he recognizes with Sureties as the Law directs for his prosecuting said appeal with Effect as by said Recognizance on File does appear

Shephard
vs
Lyman

Levi Shephard of Northampton in the County of Hampshire
vs
Elijah Lyman of Hadley in the County of Hampshire
Gen^l Dyk in a Plea & as is of Record heretofore
The Parties severally appear & it is considered by the Court that the said Parties have Day here untill the last Tuesday of August next

Hunt
vs
Lundem

Ebenezer Hunt of Northampton in the County of Hampshire
vs
Elijah Lyman of Hadley in the County of Hampshire
Gen^l Dyk in a Plea & as is of Record heretofore
The Parties severally appear and it is considered by the Court that the said Parties have Day here untill the last Tuesday of August next

Hunt Jun^r
vs
Lundem

Ebenezer Hunt Jun^r of Northampton in the County of Hampshire
vs
Elijah Lyman of Hadley in the County aforesaid
Gen^l Dyk in a Plea & as is of Record heretofore
The Parties appear & it is considered by the Court that said Parties have Day here untill the last Tuesday of August next

Wright
vs
Lundem

Ephraim Wright of Northampton in the County of Hampshire
vs
Elijah Lyman of Hadley in the same County aforesaid
Gen^l Dyk in a Plea & as is of Record heretofore
The Parties severally appear & it is considered by the Court that they have Day here untill the last Tuesday of August next

Job Lyman
vs
Lundem

Job Lyman of York in the County of York
vs
Elijah Lyman of Hadley in the County of

Job Lyman Hampshire Gen^l D^{ft} in a Plea &c as is of Record 189
Eundem^{is} heretofore - The Parties severally appear and it is
considered by the Court that the said Parties have
Day here untill the last Tuesday of August next -

Murtgal Levi Shephard Gen^l & Ebenezer Stunt Jun^r Gen^l both
of Northampton in the County of Hampshire Gen^l
Eundem^{is} dealer in Trade Puf is Elijah Lyman of Hadley in
the County of Hampshire Gen^l D^{ft} in a Plea &c
as is of Record heretofore - The Parties severally
appear & it is considered by the Court that they
have Day here untill the last Tuesday of August next -

Shephard James Shephard of Northampton in the County
of Hampshire Trader Puf is Elijah Lyman of Hadley
in the ~~same~~ County of Hampshire Gen^l in a Plea
&c as is of Record heretofore - The parties severally
appear & it is considered by the Court that the said
Parties have Day here untill the last Tuesday of August
next -

Pomeray Quartus Pomeray of Northampton in the County of
Hampshire Gen^l D^{ft} Puf is Elijah Lyman of Had
ley in the County aforesaid Gen^l D^{ft} in a Plea &c
as is of Record heretofore - The Parties severally
appear & it is considered by the Court that the
Parties have Day here untill the last Tuesday of Au
gust next -

Idem Quartus Pomeray of Northampton in the Coun
ty of Hampshire Gen^l Puf is Elijah Lyman of
Hadley in the County of Hampshire aforesaid Gen^l
Eundem^{is} D^{ft} in a Plea &c as is of Record heretofore -
The Parties severally appear & it is considered by
the Court that they have Day here untill the last
Tuesday of August next -

Wrightall Ebenezer Wright Nathaniel Wright & Biddad Wright
all of Northampton in the County of Hampshire
Eundem^{is} Yeoman Puf is Elijah Lyman of Hadley in the
same County aforesaid Gen^l D^{ft} in a Plea &c
as is of Record heretofore - The parties severally
appear & it is considered by the Court that the
said Parties have Day here untill the last Tues
day of August next -

B. Wright Biddad Wright of Northampton in the County
of Hampshire Yeoman Puf is Eideon Lyman
late of Northampton in the County aforesaid &
Eundem^{is} deceased in the Hands of Elijah Lyman of Hadley

B Wright
vs
E Lyman

in the County aforesaid Gen^l Executor of the last Will & Testament of the said Gideon & in said Capacity Deft in a Plea &c as is of Record heretofore — The Parties severally appear & it is considered by the Court that they have Day here untill the last Tuesday of August next —

Huppell
vs
Eundem

Azariah Huppell of Northampton in the County of Hampshire Gen^l Duf vs Elijah Lyman of Hadley in the same County aforesaid Gen^l Deft in a Plea &c as is of Record heretofore — The Parties severally appear & it is considered by the Court that the said Parties have Day here untill the last Tuesday of August next —

Mathews Esq^r
vs
Eundem

Samuel Mather Esq^r of Weyfield in the County of Hampshire Elisha Mather & Timothy Mather both of Northampton in the County of Hampshire Executors of the last Will & Testament of Samuel Mather late of said Northampton Esq^r deceased who was Executor of the last Will & Testament of William Mather late of said Northampton Minian deceased Duf vs Elijah Lyman of Hadley in the same County of Hampshire Gen^l Deft in a Plea &c as is at large of Record heretofore — The Parties severally appear & it is considered by the Court that the said Parties have Day here untill the last Tuesday of August next —

Mathews Esq^r
vs
Eundem

Samuel Mather Esq^r of Weyfield in the County of Hampshire Elisha Mather & Timothy Mather both of Northampton in the County of Hampshire Executors of the last Will & Testament of Samuel Mather late of Northampton aforesaid Esq^r deceased and in said Capacity Duf vs Gideon Lyman late of Northampton in the County aforesaid Esq^r deceased in the Hands of Elijah Lyman of Hadley in the County of Hampshire Gen^l & Executor of the last Will & Testament of the said Gideon Lyman & in said Capacity Deft in a Plea &c as is of Record heretofore — The Parties severally appear & it is considered by the Court that the said Parties have Day here untill the last Tuesday of August next —

Bond
vs
Sherman

John Bond of Brimfield in the County of Hampshire Husbandman Duf vs Phineas Sherman of the same Brimfield Husbandman Deft in a Plea &c as is of

Bona Record heretofore & The Deft being now thru
Sherman times called to come into Court ~~under default~~
of appearance here is non suit & the Deft defaulted
and the action dismissed.

E. Bebe Eschil Babe of Ludlow in the County of Ham
A Bebe where Yeoman Deft is Ammon Bebe of the same
Ludlow & County aforesaid Blacksmith Deft in
a Plea & as is of Record heretofore & The Deft appear
and prays that this case may be continued the
Def't being out of the State & It is therefore con
sidered by the Court that said Parties have Day
here untill the last Tuesday of August next

Worthington John Worthington of Springfield in the County
of Hampshire Esq Deft is Ebenezer Hitchcock
Hitchcock of the same Springfield aforesaid Yeoman Deft
in a Plea & as is of Record heretofore & The Parties
appear & agree to refer this case to the award of Capt
Thomas Stebbins, Moses Church & Capt John Morgan
who are to hear the said Parties & the award of them
or any two of them is to be final to be returned
into this Court Judgment to be made up &
Execution to issue accordingly & Therefore it is
considered by the Court that the said Parties have
Day here untill the last Tuesday of August next.

Hill Jonathan Hills of Hartford in the County of Hartford
and State of Connecticut Urbanaman Deft is
Cotton Charles Cotton of Springfield in the County of Ham
N 177 where Genl Deft in a Plea & as is of record heretofore
The Deft appear by Moss Bliss Esq his Att & the Deft
tho three times called to come into Court makes de
fault of appearance here & Therefore it is con
sidered by the Court that the said Jonathan do
recover against the said Charles

of Lawful Damages & Cost of Court
taxed as The Deft by Caleb Strong Esq
his Att comes into Court & appeals from the judge
ment of this Court to the supreme Judicial
Court to be holden at Northampton within and
for the County of Hampshire on the last Tues
day of September next & he recognizes with Swearing
as the Law directs for his prosecuting said appeal
with Effus as by said Recognizance on File
does appear

Phillips
Fowler
No 160

William Phillips of Boston in the County Suffolk
Esq^r Puf is Bildad Fowler of Westfield in the County
of Hampshire Yeoman Deft in a Plea & case of
Record heretofore. The Puf appears by Major Bly
Esq^r his Att^y & the Deft the three times called to
come into Court make default of appearance here
Therefore it is considered by the Court that the said
William do recover against the said Bildad
of lawful Money Damages
and Cost of Court taxed at £

The Deft by Sam^l Fowler Gen^l his Att^y comes into
Court & appeals from the Judgement of this Court
to the Supreme Judicial Court to be holden at
Springfield in & for the County of Hampshire on
the last Tuesday of September next & he recogni-
zes with Sureties as the Law directs for his pro-
cuting said Appeal with Effect as by said Recog-
nizance on File does appear.

Vinton John Vinton of Braintree in the County of Middle-
sex Esq^r Puf is Jeph Wilds of Williamburgh in
the County of Hampshire Yeoman Deft in a Plea
& case of Record heretofore. The Puf appears
by John Chester Williams Esq^r his Att^y & the Deft
the three times called to come into Court makes
default of appearance here. Therefore it is con-
sidered by the Court that the said John do recover
against said Jeph twenty eight Pounds eight an
shillings of lawful Damages & Cost of Court taxed
at four Pounds one shilling & nine Pence of like
Money & thereof &c Exon ip. June 5th 1703.

Commonwealth of Massachusetts and in their behalf compla-
int^{ers} Robert Treat Paine Att^y General for the Common-
wealth of Massachusetts and in their behalf compla-
int^{ers} John Dickinson Esq^r of Dearfield in the County
of Hampshire Yeoman and gives them to under-
stand & to be informed as may be seen at large in
the original Complaint on File. And thereupon
~~it is now at this time that the Court has further proceeded~~
~~and it is considered by the Court that the Complaint~~
~~be continued to the next Term & that the Clerk of~~
~~the Court do cause to be published agreeable to~~
~~Law a Schedule of the Lands & Tenements set forth~~
~~in said Complaint that all Persons claiming the~~
~~same may bring their claims in before the Court~~
~~at the next Term of this Court the last Tuesday of~~
August next.

Commonwealth
Royall

Robert Treat Paine Att^y General for the Com^{on}wealth of Massachusetts & in their behalf complains of Isaac Royall late of Medford in the County of Middlesex Esq^r and gives the Court to understand & to be informed as may be seen at large in the original Complaint on File. And ^{now at this time the Att^y Gen^l comes here further to prosecute} ~~thereupon it is now considered that the said~~ Complaint be continued to the next Term and that ~~the Clerk of the Court do cause to be published a~~ ~~grantee to Law a Schedule of the Lands & Tenements~~ ~~set forth in said Complaint that all Persons~~ ~~claiming the same or any Part thereof may on~~ ~~the next Term of this Court~~ the last Tuesday of August next.

Commonwealth
Clark

Robert Treat Paine Att^y General for the Commonwealth of Massachusetts and in their behalf complains of Richard Clark late of Boston in the County of Suffolk & gives the Court to understand & to be informed as may be seen in the original Complaint on File. And ^{now at this time the Att^y Gen^l comes here further to prosecute} ~~thereupon it is now considered that~~ the said Complaint be continued to the next Term and that ~~the Clerk of the Court do cause to~~ ~~be published a~~ ~~grantee to Law a Schedule of the~~ ~~Lands & Tenements set forth in said Complaint that~~ ~~all Persons claiming the same or any Part thereof~~ ~~may enter their Claims at the next Term of this~~ ~~Court~~ the last Tuesday of August next.

Commonwealth
Ward Apthorp

Robert Treat Paine Att^y General for the Commonwealth of Massachusetts and in their behalf complains of Charles Ward Apthorp ^{late} of New York in the County & State of New York Esq^r and gives the Court to understand & to be informed as may be seen at large in the original Complaint on File. And ^{and now at this time the said Att^y General comes here further} ~~thereupon it is now considered that the said~~ ~~Complaint be continued to the next Term and that~~ ~~the Clerk of the Court do cause to be published a~~ ~~grantee to Law a Schedule of the Lands & Tenements~~ ~~set forth in said Complaint that all Persons claim~~ ~~ing the same or any Part thereof as may be seen~~ ~~enter their Claims at the next Term of this Court~~ the last Tuesday of August next.

Commonwealth
Williams

Robert Treat Paine Att^y General for the Commonwealth of Massachusetts & in their behalf complains of Elijah Williams of Dorpida in the County of Hampshire Gen^l and gives the Court to understand

Commonth and to be informed as may be seen at large in the
Original Complaint on File ^{And ~~at this time~~}
Williams ~~the said Atty General cometh further to prosecute~~
~~it is now considered by the Court that this Complaint~~
~~and it is considered by the Court that this Complaint~~
~~be continued to the next Term & that the Clerk of the~~
~~Court do cause to be published a schedule of the~~
~~land of James Smith set forth in said Complaint to~~
~~all Persons claiming the same or any part thereof~~
~~may enter their Claims at the next Term of the~~
~~Court the last Tuesday of August next~~

Brewer
v
Butter
No 173
Charles Brewer of Wilbraham in the County of
Hampshire Yeoman Def vs Nathaniel Butler of
Ludlow in the same County aforesaid Gent Def.
in a Plea as is of Record heretofore

The Parties severally appear & agree to have this
Case continued to the next Term - Therefore
it is considered by the Court that the said Parties
have Day here untill the last Tuesday of Aug^r next.
Warham Smith of Hadley in the County of Ham
pshire Husbandman Def vs Samuel Belding late of
Hatfield in the County of Hampshire Gen^r &
No 30, 2^d Executor of the last Will & Testament of Ruben Bel
ding late of said Hatfield deceased, Deft in a Plea
as is of Record heretofore - The Parties severally
appear & Oliver Partridge & others, Referees in this
Case heretofore mentioned come & bring into Court
their Award as follows viz, We the Subscribers be
ing appointed Referees in this Case have taken
into Consideration the action of Trespas on the
Case before mentioned & all Demands that Warham
Smith hath against Sam^l Belding as Executor of the
last Will of Ruben Belding deceased except the
Authenticity of the said Rubens Will, have fully heard
the Pleas Proofs & Allegations of the Parties on both
sides & have maturely considered the same do award
and determine that the said Warham Smith shall
have & recover of the said Samuel Belding Ex^{or}
as aforesaid in the said action and upon all ^{other} demands
that he hath against him in said Capacity the Sum
of forty five Pounds two shillings & three Pence on
Forthright together with his Cost of Laws, We also
determine that the Execⁿ owed by the said Smith
on the said Beldings Land shall be & remain to the
said Smith as owed - We further award & Determine

that the said Samuel Belding in his private 192
Capacity shall pay to the said Warham Smith
the Sum of two Pounds six shillings & one Penny
half Penny in full Discharge of all private Demands
between the Demanders, Wherefore it is considered by
the Court the said Warham do recover against the
said Samuel Belding forty seven Pounds eight
Shillings, four Pence, & three Farthings of lawful
Damages & Cost of Court taxed at £ 1: 19: 6
and thereof &c - - - - -

New Entries

Taylor Jun
Sexton
No 1 -

Othniel Taylor Jun^r of Charlestown in the County of
Hampshire vs^t P^res^r John Sexton of Duxfield
in the County aforesaid Cordwainer Dy^r in a
Plea of Treppass on the Case for that the said John
at Duxfield aforesaid on the second Day of April
in the year of our Lord one thousand seven hundred
eighty one being justly indebted to the said Othniel
in the Sum of two thousand one hundred & thirty five
Pounds ten shillings of Continental Money for the
like Sum of Money then before that Time had & re
ceived by the said John for the said Othniel & to the
use of the said Othniel at his the said John's spe
cial Instance and Request, & being so thereby indebt
ed the said John in Consideration thereof assumed
on himself & to the said Othniel then & there faith
fully promised to pay him the same Sum whenever
after he should be thereto requested, also for that
the said John at Duxfield aforesaid on the same
second Day of April being justly indebted to the
said Othniel in another Sum of forty Pounds of law
ful Silver Money for the like sum of Money then
before that Time had & received by the said John
for the said Othniel & to the use of the said Othniel
at his the said John's special Instance & Request,
and being so thereby indebted the said John in
consideration thereof assumed on himself & to the said
Othniel then & there faithfully promised to pay him
the same Sum whenever after he should be thereto re
quested, yet the said John tho^t after thereto request
ed hath never paid either of the Sums aforesaid or
any Part of them to the said Othniel but neglected
to the Damage of the said Othniel the sum of forty Pounds
The Parties severally appear & a Motion of the Dy^r to
have this Case continued, Therefore it is considered that
they have Day here untill the last Sunday of August next.

Apthorpe
Gibbs
N^o 2-

Charles Ward Apthorpe Esq^r of New York in the
County & State of New York & Grizzel Apthorpe of
Boston in the County of Suffolk Gentlemen Admini-
strators on the Estate of Charles Apthorpe Esq^r late of
of Boston aforesaid deceased Duf is John Gibbs of
Blandford in the County of Hampshire Yeoman
Deft in a Plea of Ejectment wherein the said Charles
Ward Apthorpe demand and Grizzel Apthorpe demand
against the said John Gibbs the several Tracts & Parcels
of Land hereafter mentioned bounded & described with
the Appurtenances all lying & being in said Blandford
and in the said County of Hampshire that is to say
one tract of Land containing two hundred & seventeen
acres Part of the Lot number fourteen so called in
Blandford described as follows the line inclosing the
same beginning at the south west Corner of the
Lot number fourteen & from thence running North
eighteen Degrees thirty Minutes west by the needle
the Compass two Hundred & eighty Rods to the
Land of the said John Gibbs & from thence South
twenty one Degrees thirty Minutes East forty eight
Rods then North eighteen Degrees thirty Minutes
East forty Rods to a Lot number fifteen then
South twenty one Degrees thirty Minutes East
by two Rods & one fifth Part of a Rod thence South
eighteen Degrees thirty Minutes West two hundred &
sixty eight Rods to the South Line of the said Lot
and from thence North twenty one Degrees thirty
Minutes West to the first Boundary or Station
Also one other Tract or Parcel of Land being Part of the
Lot number four so called in said Blandford contain-
ing one Hundred & eighty eight Acres the line there
and inclosing the same beginning at the North West
Corner of the said Lot number four & from thence
running North twenty one Degrees thirty Minutes West
one hundred & eighty five Rods & three fourth Parts
of a Rod from thence South eighteen Degrees thirty
Minutes ^{West} ~~East~~ one hundred & forty Rods then South
twenty one Degrees thirty Minutes East one hundred
eighty five Rods & three fourth of a Rod & from thence
North eighteen Degrees thirty Minutes East one
hundred & fifty Rods to the first ~~Station~~ Station
and Boundary Also one other Tract of Land

Apthorp
vs
Gibbs
Containing four hundred & fifty six Acres. Party 193
The Lot number thirty four so called in said
Blanford bounded & described as follows that is to
say bounding West on Lot number nineteen North
on Murrayfield Line so called East on Lot number
thirty five & South partly on Joel Bonier Land, partly
on David Blair & partly on John Gibbs & Isaac Gibbs
Land, which said three several Tracts of Land above
described with the Appertinencies the said Charles &
Grizzel said Demandants claim as their Right,
and Inheritance and where to the said John Gibbs
hath not entry but by Disfranchisement by him unjustly &
without Judgement committed within twenty years
now last past & whereupon the said Charles & Grizzel
the said Demandants that they within the said
Term of twenty years now last past in a time
of Peace were seized of the Lands above described
with the Appertinencies in their Demeyne as of
Fee & Right taking the profit thereof to the
Value of twenty Pounds by the Year & whereinto
the said John Gibbs hath not but by the Disfranchisement
aforesaid by him unjustly & without Judgement
committed within the said Term of twenty years
now last past & whereof we complain & say that
the said John Gibbs still disfranchises & still holdeth
them out therefrom & thereof thus bring this Suit
and good proof & which is to the Damage of the
said Charles fifty Pounds - The Parties severally
appear & notwithstanding of the Defect agree to have this
Case continued to the next Term - Therefore it is
considered by the Court that they have Day here
untill the last Tuesday of August next -

Craw
vs
Sackch
2 3
James Craw of
Duf vs Daniel Sackch of
Duf in a Plea &c as ~~is at large~~ may be seen at large
in the Original Writ - The Duf being three times
called to come into Court is non suit & the Duf de
faulted & the Action dismissed -

Smith
vs
Matthews
vs
Owen Smith of a Gore of Land lying & joining
to Shelburne in the County of Hampshire and
Charlmonth in the same County aforesaid

Smith
vs
Matthews
No. 1

John Matthews of Colerain in the County of Hampshire Husbandman Def^t is a Plea of Trespas on the Case for that whereas the said Orⁿ at Colerain aforesaid on the fourth Day of last past was possessed of one Sorrel Mare of the price of six Pounds and one Gray Colt of the Price of eight Pounds & one red Cow of the price of six Pounds & one red & white Heifer of the price of three Pounds of his own proper Goods & Chattels & being so thereon ~~indubited~~ possessed afterwards to wit the same Day at Colerain aforesaid the Mare, Colt, Cow & Heifer aforesaid out of his Hands & Possession

lost which said Mare, Colt, Cow & Heifer afterwards to wit on the same Day at Colerain aforesaid come to the Hands & Possession of the said John by his finding the same, nevertheless the said John knowing the Mare, Colt, Cow & Heifer aforesaid to be Goods & Chattels of the said Orⁿ & to him of Right to belong & ascertain yet contriving & fraudulently intending crafttily & subtilly to deceive & defraud the said Orⁿ in this respect hath not yet delivered to him the said Orⁿ the Mare, Colt, Cow & Heifer aforesaid (tho after requested) but the same Mare, Colt, Cow & Heifer afterwards on the same Day at Colerain aforesaid converted & disposed of to his own proper use to the Damage of the said Orⁿ the Sum of thirty Pounds. The Def^t appears by Simon and Galib Strong Esq^r his Att^y & the Pl^t by John C Williams Esq^r his Att^y comes & defends & for Plea says he is not guilty in Manner & Form as the Pl^t hath alledged & thereof for Trial puts himself to the Country and the Pl^t likewise.

Whereupon the Jurors of the Jury according to the Form & Effect of the Statutes in such Case made and provided at this Time returned and impaneled being likewise demanded come here who to say the Truth concerning the Premises being duly sworn declare upon their Oath by Nathaniel Ely Jun^r their Foreman that they find the Def^t guilty and assess Damages for the Pl^t at ninety Pounds & Cost of Court taxed at £10. 11. 3.

After all which the Def^t appears in his own proper Person comes into Court & appeals from the the Judgement of this Court to the supreme

Judicial Court to be holden at Springfield 19th
within & for the County of Hampshire on the
fourth Tuesday of September next & he recognises
with Sureties as the Law directs for his prosecution
said Appeal with Effort as by said Recognizance
on File does appear

Marble
vs
Lamb
No 5

Jacob Marble of Springfield in the County of Hamp-
shire Plaintiff vs George Lamb of William-
town in the County of Berkshire Defendant
in a Plea of Trespas on the Case for that the said
George at Springfield aforesaid on the twentieth
Day of February in the Year of our Lord one thousand
seven hundred & eighty two in consideration that
the said Jacob had before that Time sold & delivered
unto the said George at his the said Georges special
Instance & Request divers Goods Wares & Merchandises
appurtenant on himself & to the said Jacob then & there
promised that he the said George would when
he should be thereto requested pay unto the said
Jacob so much Money for the said Goods Wares &
Merchandises as the said Goods Wares & Merchandises
at the time of the Sale & Delivery thereof were
reasonably ~~well~~ worth, and now the said Jacob avers that the
said Goods Wares & Merchandises of the time of
sale & delivery thereof were well worth forty six
shillings & two Pence lawful Money according
to the Schedule thereto annexed of which the
George then & there had notice. Yet the said
George tho often thereto requested hath not paid
the same but neglected ~~the same~~ to the Dam-
age of the said Jacob the Sum of ten Pounds.
The Def appears by John Chandler Williams Gen^l
his Att^y & the Deft being three times called to
come into Court makes default of appearance
here. Therefore it is considered by the Court
that the said Jacob do recover against the said George
two Pounds six shillings & two Pence of lawful Money
Damages & Costs of Court taxed at £1. 11. 10.
and thereof &c.

Exec on 27 May 27-1703

Northampton
vs
Master
No 6

Jonathan Northampton of Springfield in the County of
Hampshire Esq^r vs John Mc Master of William-
town in the County of Berkshire Yeoman Deft in
a Plea of Trespas on the Case for that the J. Mc Master

Worthington at Springfield of or said on the twenty eighth
Day of October last by his Promissory Note ^{of} in
writing under his Hand of that Date for value Rec^d
promised the said John Worthington to pay him or
order the sum of eight Pounds fourteen shillings
and eight Pence of lawful Money on Demand with
Interest till paid - Yet the said Mc Master tho
often thereto requested has never paid the same
but neglects to do it - to the Damages of the
said John Worthington twelve Pounds -
The Def appears by John Chandler Williams gen^l
his Att^y & the Deft tho thrice times called to come
into Court makes default of appearance here -
Therefore it is considered by the Court that the
said John Worthington do recover against the said
John Mc Master nine Pounds & two Pence of lawful
Money Damages & Cost of Court taxed at £1.11.0 -
and thereof &c - Exon^o May 27-1703

Zenas Parson of Springfield in the County of
Hampshire Imholder Def is Ebenezer Chapman of
Hancock in the County of Berkshire Yeoman D^{ft}
N^o 7 - in a Plea of the Case for that the said Eben^r at Pitt
field to wit at Springfield aforesaid on the twenty
eighth Day of July in the year of our Lord one thou
sand seven hundred & seventy three by his Promissory
for value Received promised one Solomon ~~Lathrap~~
Lathrap to pay him or order two Pounds eleven shil
lings & five Pence of lawful Money with Interest till
paid & afterwards to wit on the fifth Day of April in
stant the said Solomon at Springfield aforesaid by his
Indorsement on the back of the said Note with his
proper hand subscribed assigned the said Note unto
the said Zenas & ordered the Contents of the said Note
then wholly due to be paid unto the said Zenas of all
which the said Eben^r then & there had Notice & was li
able & chargeable to pay the same unto the said Zenas
and being so liable then & there in consideration thereof
promised the said Zenas to pay him the Contents
aforesaid of the Note aforesaid according to the Tenor
thereof - Yet the said Ebenezer tho often thereto
requested has never paid the same but refuses to do
to the Damages of the said Zenas twelve Pounds -
The Parties severally appear & on a Motion of the Deft
agree to have this Case continued - Therefore it is
considered by the Court that they have Day here un
till the last Tuesday of August next -

Parsons
Gilbert
No 89

195
Joel Parsons of Conway in the County of Hamp-
shire Blacksmith Puf vs Job Gilbert of Lenex
in the County of Warkshire Gent^r Deft in a Plea of
the Case for that whereas the said Job at Lenex afore-
to wit at Springfield on the twentieth Day of
February in the Year of our Lord one thousand seven
hundred & eighty two by his Promisory Note for
value received promised Joet to pay him or order
on Demand seven hundred & nineteen Pounds (
meaning seven hundred & nineteen Pounds gross
weight) of Refined Iron at New Iron works in Pitts-
field with Interest & now the said Joel avers that
he has been always there ready to receive the said
Iron and particularly demanded the same on the
same twentieth Day of February & the said Joel
avers that the said Iron is well worth Twenty Pounds
of Lawful Money & yet the said Job tho he has been
often thereto requested hath not paid the same
but refuses to do so - to the Damage of the said Joel
the Sum of twenty six Pounds of Lawful Money &
The Puf appears by John Chandler Williams Gen^r
his Att^y & the Deft the three times called to come
into Court makes default of appearance here &
Therefore it is considered by the Court that the
said Joel do recover against the said Job the Sum
of twenty two Pounds ten shillings of Lawful Money
Damages & Cost of Court taxed at £1. 19. 6 &
and there of &c &

Hoages
Wheaton
No 9

David Hedges of Monson in the County of Hamp-
shire Yeoman Puf vs Levi Wheaton of Swanzy in
the County of Bristol Esq^r in a Plea of the Case
for that whereas the said Levi at said Monson on the
fifth Day of May in the Year of our Lord one thou-
sand seven hundred & eighty nine by his Note for
value received promised the said David to deliver
him one hundred & eightun Bushels of Rye & one
hundred & nintun Bushels of Indian Corn of the
value of ninety Pounds at the dwelling House of Jona-
than Wendall Esq^r in Pomfret on the tenth Day
of Decem^r in the Year of our Lord one thousand
seven hundred & eighty two & yet the said
Levi tho often requested hath neve delivered the
said Rye & Indian Corn to the said David or any

Hodges
is
Wharton Part thereof although the said David hath been
always ready at the said Jonathan dwelling House
to receive the same nor hath he any ways paid or
satisfied the said David therefor but neglects and
refuses to do to the damage of the said David one
hundred & twenty Pounds. The Deft appears in
his own Person & the Deft the three times called to
come into Court makes default of appearance here.
The Deft by Abner Morgan Esq^r Att^y comes in to Court
and acknowledges satisfaction of Judgment in this
Case. Am Robt Buckler

Earling
Gains -
N^o 10

Sedidiah Darling of Greenfield in the County of Hampshire
Plaintiff vs David Gains of Greenfield aforesaid Torm:
an Debt in a Plea of Trespass for that said David at said
Greenfield on the first Day of December last past the said
Sedidiah's Close in Greenfield aforesaid called the Lot
on which he dwells and which he bought of Benjamin
Disley with Force and Arms broke & entered & the said
Sedidiah's Turneps there lately growing to the Value of
twelve shillings with Force and Arms took & carried away
and the said Sedidiah's Fence lately surrounding the same
Fence for two hundred rods in Length of the Value of
forty pounds with Force & Arms threw down destroyed
and carried away by Means whereof the said Sedidiah
Grain and Grass there lately growing to the Value of Twen-
ty pounds were eaten up trodden down & destroyed
contrary to Law against the Peace & to the Damages
of the said Sedidiah One hundred pounds.
The Deft appears by Jason Parmenter his Att^y and the
Deft by Henekeiah Chapin his Att^y and agree to submit
this Case to the Judgment and final Determination of
Col^o William, of Warwick Henekeiah Stratton & Elisha
Hook of Montague the Award of them or any two to be final
the said Referees to determine the dividing Line between
the Farms of the said Darling & Gains and it is agreed
that Judgment be rendered and Execution for Seisin and
Possession given accordingly. Said Referees being hereby
empowered to determine the Title of the Land in Dis-
tinction between the Parties, and it is considered that the
said Parties have Day here in Court untill the
last Tuesday of August next.

Luan
Alden
No 11

196
Timothy Luan of South Hadley in the County of Hamp-
shire ^{Butt} Trader, Howard Alden of Partridgefield in
the County of Berkshire Physician Deft in a Plea of
Trespas on the Case for that the said Timothy at said
South Hadley on the twenty fifth Day of February
last past had bargained & agreed with him the said
Alden for & concerning a certain Horse then & there
proposed to be sold by him the said Alden to the said
Luan ^{for the} Price of twelve Pounds Lawful Money, which
Monies were then & there paid by the said Luan to the
said Alden & the said Alden did then & there under-
take & warrant to the said Luan that the said &
bargained & sold by him the said Alden was the proper
Horse of him the said Alden and that the same Horse
did of right belong & appertain to him the said Alden
whereas in Truth the same Horse was at the time of
the said Bargain & Sale the proper Horse of one Dick-
inson & did of right to him belong & appertain (and
not to the said Alden aforesaid) to him the said
Dickinson and the said Alden did then & there falsely
and deceitfully sell the said Horse to the said Luan
and did accordingly then & there deliver the said Horse
to the said Luan as the proper Horse of him the
said Alden with such warranty as aforesaid & also for
that whereas at South Hadley aforesaid on the same
twenty fifth Day of February a certain Dispute arose
between the said Alden & the said Luan about a certain
he bought of the said Alden which the said Alden af-
firmed to be the said Luan with property of him the
said Alden by reason of which ~~the~~ Affirmation the
said Luan was induced to & did then & there buy the said
Horse of the said Alden for twelve Pounds & did then
& there pay the said Alden twelve Pounds for the same
And the said Luan in fact says that the said Horse
at the Time of the of the said affirmation & the
said Luan buying the same was not the proper
Horse of the said Alden but the said Horse at the
Time of the said Affirmation & sale thereof to the
said Luan was the proper Horse of one Dickinson &
of right did belong & appertain to the said Dickinson
And he the said Dickinson afterwards that is to say
on the twenty first Day of April Instant at South
Hadley aforesaid took & led away the said Horse out
of the Possession of him the said Luan as the proper
Horse of him the said Dickinson whereby the said Luan

Lucas
Alderman

says he is greatly injured not only in having the
Horse taken from him by the said Dickinson aforesaid
but by his being constrained & obliged to expend a
large Sum of Money for the recovery of the same to the Da-
mage of the said Lucas the Sum of twenty five
Pounds lawful Money. The Parties severally
appear & agree to refer this Case to the Award and
final Determination of Enos Nash, Eliza Lyman
and Henry Badger, who are to hear said Parties &
the award of them or any two of them is to be final
to be returned into this Court Judgment to be
made up & Exons paid accordingly. Therefore
it is considered by the Court that the said Parties
have Day here untill the last Tuesday of August next.

Hammum

Lucas

1782

William Hammum of Belcherstown in the County of
Hampshire Yeoman Defendant vs. Elijah Lu of Haco-
ley in the same County aforesaid Yeoman Plaintiff
in a Plea of the Case for that the said Elijah of
Belcherstown aforesaid on the first Day of June
in the Year of our Lord one thousand seven
hundred & seventy seven by his Note for value
received promised the said William to deliver
him ten good & merchantable Shup in four Year
from the Date of said Note: And the said Wil-
liam saith he has always been ready to receive
the said Shup agreeable to the Tenor of the said
Note & that the Shup so to be delivered as aforesaid
were of the Price of six Pounds. Yet the said
Elijah tho thereto often requested and the Time
of delivery has long since past hath never deli-
vered said Shup or ever fulfilled his promise afo-
said but neglects the same to the Damage of
the said William the Sum of seven Pounds law-
ful Money. The Puf appears by John Crocker
William Esq^r his Att^y & the Def^t tho thre times
called to come into Court makes default, of ap-
pearance here. Therefore it is considered by
the Court that the said William do recover agai-
st the said Elijah thre Pounds seven shillings
of lawful Money Damages & Cost of Court Take
at one Pound nine shillings and ten Pence
lawful Money. and thereof &c.

Exons^d June 4. 1783.

Kimpland
Nash
No 13

William Kimpland of Northfield in the County 177
of Hampshire Yeoman Defendant Simon Nash of
Barnards Town in the same County of Hampshire
Blacksmith Plaintiff in a Plea of the Case for that
the said Simon at Northfield aforesaid to wit at
Springfield in the County aforesaid on the Eighth
Day of November in the Year of our Lord one thousand
seven hundred & eighty two by his promissory
Note in writing under his Hand of that Date for
value received promised the said William to
pay him on Demand the Sum of Five Pounds
Eleven Shillings and five Pence lawful Money
with Interest (meaning lawful Interest till
paid) Yet the said Simon tho often thereto
requested hath never paid the Content of the
Note to the said William or any Part thereof
but wholly neglected & refused to do so to the da-
mage of the said William the Sum of six Pounds
lawful Money The Plaintiff appears by J. C. Williams
Esq. his Att. and the Deft tho thrice times called to
come into Court makes default of appearance here
Therefore it is considered by the Court that the
said William do recover against the said Simon
on the five Pounds fourteen Shillings & nine
Pence of lawful Money Damages & Cost of Court
taxed at two Pounds four shillings & six Pence
of like Money and thereof Executed June 6 1783

Hotten
Nash
No 14

William Hotten of Northfield in the County
of Hampshire Yeoman Defendant Daniel Nash of
Grainfield in the County aforesaid Blacksmith
Plaintiff in a Plea of the Case for that the said Daniel
at Grainfield aforesaid on the twenty third Day of
May in the Year of our Lord one thousand seven
hundred & seventy five by his promissory Note for
value received promised the said William to pay
him the Sum of two Pounds three Shillings law-
ful Money on Demand with Interest (meaning with
lawful Interest for the same Sum till paid) Yet
the said Daniel tho often thereto requested hath
never paid the same but neglected to do so
to the Damage of the said William five Pounds
The Plaintiff appears by J. C. Williams Esq. his Att. & the
Deft tho thrice times called to come into Court makes
default of appearance here Therefore it is con-
sidered by the Court that the said W^m do recover against the
Daniel three Pounds three Shillings & eight Pence Damages
& Cost of Court taxed at £2:1:10 & thereof Executed June 6 1783

Warner & Allen in
No 15 - Eunue Warner Widow & Noadiah Warner Gen^l 602
of Hadley in the County of Hampshire Executors
of the last Will & Testament of Oliver Warner late of
Hadley aforesaid Gen^l deceased & in said Capacity
Duf is Noah Allen of Gunfield in the County
of Hampshire aforesaid Yeoman Deft in a Plea
of the Case for that the said Noah at Hadley aforesaid
on the twenty seventh Day of May in the Year
of our Lord one thousand seven hundred & ^{twenty} ~~eighty~~
three by his Note for value received promised the
said Oliver then living to pay him or order the
Sum of three pounds one Shilling & lawful Money
in six Months from the Date of the said Note with
the lawful Interest for the same Sum till paid.
Yet the said Noah tho often requested ~~with~~ never
paid the same Sum to the said Oliver in his life
time time nor to the Eunue & Noadiah his Ex^{rs}
since his Death tho often requested or ever
fulfilled his Promise but neglects to do so to
the Damage of the said Eunue & Noadiah the
Sum of six Pounds - The Duf appears by John
C. Williams Esq^r his Att^r the Deft tho thro
times called to come into Court makes
Default of appearance here & therefore it
is considered by the Court the said Eunue
Noadiah do recover against the said Noah
the Sum of three Pounds eight shillings &
one Penny of lawful Money Damages and
Costs of Court taxed at £ 1: 14: 10
and thereof &c Ex con ip^d June 6 1783.

May^r Willson in
No 16 - Joseph Mays of Warwick in the County of Hampshire
Gen^l Duf is John Willson Jun^r of the same
Warwick aforesaid Physician Deft in a Plea of
Trespas on the Case for that whereas the said John
at Warwick aforesaid on the twenty fourth Day
of April in the Year of our Lord one thousand
seven hundred & eighty two by his Note for value
received promised the said Joseph to pay him
or order the Sum twenty five Pounds silver
Money in one Year from the Date of said Note
with Interest till paid - And also for that
the said John by an other Note for value recei-
ved promised the said Joseph to pay him or order
twenty five pounds lawful Money in six Months
from the Date with Interest till Paid -

May
9
Williams

198
Yet the said John tho often thereto requested
hath not paid the Contents of either of said Notes
to the said Joseph But neglects & refuses to do it
to the Damage of the said Joseph the Sum of sixty
Pounds. The Def appears by John C Williams Esq
his Att & the Def tho there time called to come in
to Court makes default of appearance here. It is
therefore considered by the Court that the said Jo
seph do recover against the said John forty two
Pounds fourteen Shillings & eleven Pence of Lawful
Damages & Cost of Court taxed at £ 2. 7. 6
~~and thereof &c~~ The Deft by Caleb Strong Esq this
Att comes into Court & appeals from the Judgement
of this Court to the Supreme Judicial Court to be
holden at Springfield in & for the County of Hamp
shire on the four the Tuesday of September next
and he recognises with sureties as the Law directs
for his prosecuting said Appeal with Effect as by
Recognizance on File can appear.

Dike
4
Jan
N^o 17

Benjamin Dike of Northfield in the County of Hamp
shire Yeoman Puts Ebenezer Jones of North
field in the County aforesaid Gen^l Duff in a^{ct} of
Trespas on the Case for that the said Ebenezer at
Northfield aforesaid on the first Day of January
in the Year of our Lord one thousand seven
hundred & eighty two by his promissory Note for
Value received promised the said Benjamin
Dike fifteen Pounds in Grain or flour Wheat or
Lam Shillings & eight Pence per Bushel & Rye at three
Shillings & four Pence a Bushel and Corn at two
Shillings and five Pence per Bushel or wheat Flour
at fourteen Shillings per hundred weight delivered
at his the said Ebenezer Dwelling House in Northfield
in one Year from the Date of said Note with the
lawful Interest for the same Sum till paid (mean
ing the value of fifteen Pounds seven Shillings
in Wheat Flour, Wheat, Rye or Indian Corn as a
foresaid which the said Benjamin saith is equal
to twenty four Pounds silver Money) and the
Benjamin says he has been always ready to receive
said Grain or Flour agreeable to the Tenor of
said Note. Yet the said Ebenezer tho often
thereto requested hath never paid the same or
any Part thereof but wholly neglects to do it to the
Damage of the said Benjamin twenty four Pounds

Like
7
James
Williams &
Hooker
A^d 18
The Parties severally appear & agree to have this
Case continued to the next Term, Therefore it
is considered by the Court that the said Parties
have Day here untill the last Tuesday of August 1702
John Chester Williams of Hadley in the County
of Hampshire Esq^r P^l vs Sam^l Hooker of Conway
in the same County aforesaid Husbandman Def.
in a Plea of the Case for that the said Sam^l at
Hadley aforesaid on the seventh Day of January
in the Year of our Lord one thousand seven hun-
dred & eighty two by his Note for value Received
promised the said John Chester to pay him or order
four Pounds seven shillings lawful Money on
demand with the lawful Interest for the same
Sum till paid, Yet the said Samuel the
after requested hath never paid said Sum or any
part thereof to the Damage of the said John Che-
ster the Sum of six Pounds of lawful Money.
The P^l appears in his own Person & the Def^t
the three times called to come into Court make
default of appearance here, Therefore it is
considered by the Court that the said John
Chester do recover against the said Samuel the
Sum of four Pounds & fourteen Shillings of
lawful Money Damages & Cost of Court taxed
at one Pound thirteen Shillings & two Pence
of like Money, and thereof &c
Ex^{ce} in p^{re} June 6th 1703

Idem
7
Clarke
A^d 19
John Chester Williams of Hadley in the County
of Hampshire Esq^r P^l vs Isaac Clark of
Hardwick in the County of Worcester Yeoman
Def^t in a Plea of the Case for that the said Isaac
at Hadley aforesaid on the first Day of September
in the Year of our Lord one thousand seven
hundred & seventy two by his Note for value
Received promised the said Williams to pay
him or order the Sum of twenty Shillings
and two Pence lawful Money on Demand
with the lawful Interest for the same till paid
also for that the said Isaac at Hadley aforesaid
on the last Day of February last past was justly
indebted to the said Williams in the Sum of

William two Pounds five Shillings & four Pence to holden 199
is
Clark Book accounts according to the Schedule hereto
annexed he the said Clark then & there in con-
sideration thereof promised the said William to
pay him the sum last mentioned on Demand.
Yet the said Clark tho' often thereto requested hath
never paid the same or any part thereof to the
Damage of the said William four Pounds —
The Juf appears in his own Person & the Juf^t tho'
three times called to come into Court make a
fault of appearance here — Therefore it is con-
sidered by the Court that the said William do
recover against the said Clark three Pound
eighteen Shillings & four Pence of lawful Money
Damages & Cost of Court Taxed at £ 1: 12: 2 —
and thereof &c —

Excon^{jo} June 6 1783

Waldo Esq^r John Waldo of Boston in the County of Suffolk Esq^r
is
King Juf is Daniel King of Palmer in the County of
N^o 20 Hampshire Esq^r an Juf in a Plea of Ejectment
whereon he demands against the said Daniel
King one hundred Acres of Land with the apper-
tinenes lying in Palmer in the County of
Hampshire aforesaid lately known by the ^{name of the} Elbow
Tract being the Home Lot originally granted by
the General Assembly of this Commonwealth to
Richard Combs and now known by the Name of
David Shaws Home Lot — bounded West on David
Cooleys Home Lot — Southerly up the River called
Chukopee River and on said River — Easterly on
Land formerly Barnard McNalls & Northwily on
Land formerly Byfield Lyde Esq^r and wherein the
the Juf likewise demands against the said Daniel
King one other Piece of Land with the appertinan-
ces in Palmer aforesaid containing by Estimation
ten Acres — bounded wth on the Home Lot origina-
ly granted Richard Combs now known by the Name
of David Shaws Home Lot South on the River
East & North on Land of the Heirs of Seth Adams —
And wherein the Juf likewise demands against the
said David King one other Tract or Parcel of Land
with the appertinances lying in Palmer aforesaid being
the one half of the first Division Lot Number this
& two drawn on the original Right of Joseph Wright

Waldo Esq^r bounding Southerly on the original Home Lot of
Richard Combes and now known by the name of David the
King & Home Lot, westerly and northwesterly on the other half of
said Lot now in the possession of David Cooley and Easter
on Land belong to the Heirs of Seth Adams — And where
on the said John Waldo says that he within twenty years
last past in a Time of Peace was seized of the several
Pieces and Parcels of Land aforesaid with the Appurte-
nances in his Demise as of Fee taking the Profits there
of to the value of twenty four Pounds a Year since
which the said Daniel has illegally & without Judgment
entered thereon and devised the Profits thereof and un-
justly holds him out — And where in the Plea
Likewise demands against the said Daniel King
a certain Tract of Land situate lying & being in
Palmer lately called & known by the Elbow Tract
containing one hundred Acres (being lately won-
ed and improved by William Shaw late of Palmer
deceased as an Home Lot — together with a Dwel-
ling House Barn and all Buildings and Impro-
vements thereon — Also ten Acres more of Land in
said Palmer adjoining to said Home Lot
which was formerly Barnard McHalls — Also
one other Piece of Land containing seventy
two Acres lying in Palmer aforesaid which
adjoins to Elijah Stetson Home Lot being unim-
proved Land and which formerly belonged to
Byfield Syds Esq^r of Boston — And whereon
the Plea says that one William Shaw late of Palmer
in said County Yeoman deceased in a Time of
Peace to wit on the sixteenth Day of July in the
Year of our Lord one thousand seven hundred & eigh-
ty eight being seized of the above demanded prem-
ises in his Demise as of Fee by his Deed of Mortgage
of that Date duly acknowledged & registered (in
Court to be produced) conveyed the same to John
Waldo to have & to hold to him and to his Heirs forever
with condition nevertheless to be void if said Wil-
liam Shaw his Heirs or Executors should well & Truly
pay unto the said John Waldo his Heirs or Executors
the Sum of two hundred Pounds lawful Money with
the Lawful Interest for the same till paid — Now the
the said John Waldo in fact says that the said
William Shaw in his lifetime nor his Heirs or Execu-
tors since said William his decease ever paid the same
to him the said John Waldo, by reason whereof he the said

Wildo Esq John Wildo ought to be in possession of the demanded 200
King's premises and the Parts and Parcels thereof & yet the
said Daniel King has since entered & unjustly holds
him out & To the Damage of the said John Wildo
the sum of five Hundred Pounds &

The Def appears by Caleb Strong Esq^r & John C Williams
Esq^r his Att^y of the Deft by Simon Strong Esq^r his Att^y
comes & defends &c and reserving liberty to waive
this Demurrer on the Trial of the Appeal and plead
the General Issue says that the Defs Declaration is
insufficient in Law to hold him the said Daniel to
answer thereto to which declaration and the Matter
therein contained the said Daniel is not holden by
Law to answer therefore he prays Judgment &c
And the said John consenting says his Declaration
is sufficient & Thereupon all and singular the
Premises being seen and by the Court here fully
understood for that it appears to said Court that
the Plea aforesaid of the said Daniel by him above
pleaded and the Matter therein contained are an
insufficient answer to the Declaration aforesaid of
the said John and ought not to preclude the
John from having and maintaining his action aforesaid
and because the said Daniel hath not in any man-
ner denied the aforesaid action and Plea of the
said John Therefore it is considered that the said
John do recover against the said Daniel sixteen
Pounds eleven shillings & ten Pence of Lawful Money
Damages & Cost of Suit three Pounds seven shillings
and six Pence of like Money & Wherefore the
Daniel by Simon Strong Esq^r his Att^y comes into
Court and appeals from the Judgment of this Court
to the Supreme Judicial Court to be holden at Spring-
field in and for the County of Hampshire on the
fourth Tuesday of September next and he recog-
nizes with Sureties as the Law directs for his prose-
cuting said Appeal with Effect as by said Recogni-
zance on File does appear &

Nash Ad. Phoebe Nash Widow and Eleazer Nash Yeoman both of
Proprietors Granby in ~~and~~ the said County of Hampshire and Ad-
Bor. gore ministrators of all and singular the Goods and Chattels
N^o 21 & Rights & Credits of the Estate of Eleazer Nash late of

E. Noy's Adm^r Grand by aforesaid Gen^l deceased P^r is the Prop^r
The Proprietors of a certain Piece or Tract of Land lying and
of Barnardstown Gore in a Plea of Traynapson to
town Gore Case for that the said Proprietors at said Springfield
on the last day of January seventeen hundred & seven
thirty being justly indebted to the said Eleazer then
living in the Sum of fifteen Pounds seven shillings &
one penny lawful Money to balance Book account
for certain Work Labor & Service by him done for them
at their special Instance & Request (according to the Sch
dule hereto annexed they the said Proprietors then as
there in Consideration thereof promised the said Eleaz
then living to pay him the same Sum on Demand
Also for that at said Springfield on the last Day of
January in the Year of our Lord one thousand seven
hundred & seventy three the said Proprietors in Con
sideration ~~thereof~~ that the said Eleazer had before that
Time there done and performed for them the said Pro
prietors at their special Instance and Request divers
Works Labours & Services in and about their Business &
Affairs other than the Works Labours & Services men
tioned in the Schedul here annexed promised the
said Eleazer then living to pay him so much Ma
ney as he reasonably deserved to have for his Work Labor
and Service last above mentioned to be done and per
formed when ever afterwards they should be thereto
requested. And the said Phoebe & Eleazer his own
Adm^r say that the said Eleazer then living for his said
Works Labor & Service so done and performed afores^d
reasonably deserved to have ~~for~~ of the said Proprietors
one other Sum of twenty four Pounds eleven shillings
and one penny lawful Money to wit at Springfield
aforesaid whereof the said Proprietors then and then
instantly had Notice. Yet the said Proprietors
tho often thereto requested never paid either of o^r
Sums to the said Eleazer whilst living nor to the o^r
Phoebe & Eleazer his said Administrator since his dece
or ever fulfilled either of their said Promises above
mentioned but hitherto have and still do neglect
and refuse to do it - to the Damage of the sa
Phoebe & Eleazer thirty Pounds.

The P^r appears by John C. Williams Esq^r his Att^y & the
D^y the three times called to come into Court makes

default of appearance here. Therefore it is consi 201
dered by the Court that the said Proctor & Charter
do recover against the Proprietors aforesaid Twentyfour
Pounds eleven shillings & one Penny of lawful Money
Damages & Cost Court taxed at one Pound ten shil
lings & eleven Pence of like Money and three of Co
Exon y^e June 6 1700

Phillips
is
Ware
No 22
Margaret Phillips of Boston in the County of Suffolk
Shopkeeper & Trader vs Samuel Ware of Conway in
the County of Hampshire Physician Defendant in a Plea of
the Case for that the said Samuel Ware at Springfield
on the twentieth Day of June in the Year of our
Lord one thousand seven hundred & seventy six by his
Promissory Note for value received promised one
Samuel Cook to pay him or order Twenty Pounds
meaning lawful Money in one Year from the Date
of the said with the lawful Interest for the same Sam
till paid: And afterwards to wit on the fifth Day
of April in the Year of our Lord one thousand se
ven hundred & eighty one at Springfield afo
said the said Samuel Cook by his Indorsement in
writing on said Note with his own proper hand
scribed ordered the Contents of the said Note then
wholly due & unpaid to be paid to the said Margaret
for value of her then & there had & received of all which
the said Sam^l Ware then instantly had Notice and
so became liable to pay said Contents to the said Mar
garet according to the Tenor of the said Note & then
and there in Consideration thereof promised said
Margaret to pay her said Contents accordingly on
Demand and also for that the said Samuel Ware
at Springfield aforesaid on the same twentieth
Day of June aforesaid by his other promisso
ry Note for value received promised one Sam^l
Cook to pay him or order the Sum of Twenty
Pounds in two Years from the Date of the said
Note with the lawful Interest for the same Sum
till paid: And afterwards to wit on the first Day
of April above mentioned at Springfield aforesaid
the said Samuel Cook by his Indorsement in wri
ting on the said Note with his own proper hand
subscribed ordered the Contents of the Note last
mentioned then wholly due and unpaid to be
paid to the said Margaret for value of her then
and there had & received of all with the said

Phillips
Ware

Samuel Ware there instantly had Notice and so be-
came liable to pay said Contents to said Margaret
according to the Tenor of the said Note and then &
there in Consideration thereof promised the said
Margaret to pay her said Contents according to
Demand and also for that the said Samuel Ware
at Springfield aforesaid on the twentieth Day of
June aforesaid by his other Note of that Date for
value Received promised one Samuel Cook to pay him
or order the Sum of Twenty Pounds in three Years from
the Date of said Note with the lawful Interest for the
same Sum till paid and afterwards to wit on the
first Day of April aforesaid the said Samuel Cook
by his Indorsement in writing on said Note with
own proper hand subscribed ordered the Contents of
the said Note (then wholly unpaid) to be paid to the
said Margaret for value of her thing & there had & recd
of all which the said Samuel Ware then & there instan-
tly had Notice and so became liable to pay the said
Contents to the said Margaret according to the Tenor of
the said Note and then & there in consideration thereof
promised the said Margaret to pay him the said
Contents according to demand and yet the said Sa-
muel Ware tho often thereto requested hath never paid
either of said Sums or ever fulfilled either of
his said promises but neglects the same to the
Damage of the said Margaret the Sum of Twenty
Pounds of lawful Money The Jury appears
John C. Williams Esq^r his Att^y of the Dept^y tho three
times called to come into Court makes default &
appearance here Therefore it is considered by
the Court that the said Margaret do recover against
the said Samuel Ware sixty five Pounds seven shillings
& two pence Damages & Cost of Court Taxes
at £2:16:4 The Dept^y by Billings Esq^r
his Att^y comes into Court & appeals from the Judge-
ment of this Court to the Supreme Judicial Court
to be holden at Springfield in and for the
County of Hampshire on the fourth Tuesday
of September next and he recognizes with
Sureties as the Law directs for his prosecuting
said appeal with Effect as by said Recognizance
File does appear

goodman
Belding Jun^r
No 25- Noah Goodman of South Madley in the County of Hampshire Esq^r Plaintiff is Joseph Belding Jun^r of Whately in the County aforesaid Defendant in a Plea of the Case for that the said Joseph at Springfield on the first Day of June in the Year of our Lord one thousand seven hundred & seventy four by his promisor Note that Debt for value received promised the said Noah to pay him the Sum of nine Pounds lawful Money by the first Day of October then next ensuing the Date of said Note with lawful Interest for the said Sum till paid: Yet the said Joseph the often requested hath never paid the same to the Damage of the said Noah the sum of fifteen Pounds - The Plaintiff appears by John Chester Williams Esq^r his Att^y and the Defendant three times called to come into Court makes fault of appearance here, Therefore it is considered by the Court that the said Noah do recover against the said Joseph the sum of thirteen Pounds sixteen shillings & three Pence of lawful Money Damages & Cost of Court taxed at £ 1. 9. 11 and there of &c -
Done in June 6. 1783

Rice
White
No 26- Samuel Rice of Charlemont in the County of Hampshire Defendant Plaintiff is Jonathan White of Charlemont in the County aforesaid Gentleman Defendant in a Plea of Triffling on the Case for that the said Jonathan at Charlemont aforesaid on the seventh Day of in the Year of our Lord one thousand seven hundred and sixty nine by his promissory Note for value received promised the said Samuel to pay him or order the Sum of three Pounds five shillings lawful Money on Demand with the lawful Interest for the same till paid: Yet the said Jonathan the thereto often requested hath never paid the same to the Damage of the said Samuel nine Pounds - The Parties severally appear & on a Motion of the Defendant agree to have this Case continued to the next Term, Therefore it is considered by Court that the said ~~Samuel do recover against the said Jonathan~~ Parties have Day here until the last Tuesday of August next

Wills
No 27- Elisha Wills of Williamsburgh in the County of Hampshire Gentleman Plaintiff is Samuel Wills of Hatfield in the County of Hampshire aforesaid Gentleman Defendant in a Plea of the Case for that the said Samuel at

Allis
Wills Hatfield aforesaid on the first Day of December 203
in the Year of our Lord one thousand seven hundred
and eighty two by his promissory Note for value re-
ceived promised the said Elisha to pay him or order
fourteen pounds five shillings and one Penny in
Gold or Silver on Demand with the lawful Interest
for the same Sum till paid: Yet the said Samuel tho
thereto often requested hath never paid the same
to the Damage of the said Elisha Eighteen Pounds
The Puf appears by John Chester Williams Esq^r his
Att^y and the Def^t tho three times called to come
into Court makes default of appearance here -
Therefore it is considered by the Court that the
said Elisha do moves against the said Samuel the
Sum of fourteen & fourteen shillings of lawful Money
Damages & Cost of Court taxed at £12- & things
Leonys^d June 6th 1783

Bordwell
Upton -
No 28 John Bordwell of Belcherstown in the County of Hamp-
shire Esq^r Puf v Josiah Upton of Charlestown in the
County of Hampshire Yeoman Def^t in a Plea of
Trespas on the Case for that the said Josiah at Char-
lestown aforesaid on the seventeenth Day of August in
the Year of our Lord one thousand seven hundred and
eighty one by his promissory Note for value received pro-
mised the said John to pay him or order two Pounds
fifteen shillings Silver Money on demand with the
lawful Interest for the same sum till paid: Yet
the said Josiah tho often thereto requested hath never
paid the same to the Damage of the said John
the Sum of Four Pounds - The Parties severally ap-
pear and it is considered by the Court that this Case
be continued for Judgement & not to be appealed

Colts Ex^r
Baker
No 29 Lucretia Colt of Hadley in the County of Hampshire
Widow & Ex^r of the last Will & Testament of Benjamin
Colt late of Hadley aforesaid aforesaid deceased Esq^r
v Timothy Baker of the Plantations called Number
Seven in the County aforesaid Def^t in a Plea of
the Case for that the said Timothy at Hadley aforesaid
on the first Day of August in the Year of our Lord
one thousand seven hundred & seventy two by his Note
for value received promised the said Benjamin
then living to pay him or order the Sum of nine
pounds eleven shillings by the first Day of Jan^y
then next ensuing the Date of the said Note in
in Rye & Indian Corn & Wheat at the Cash Price

Co & Ex^{ts}
Baker

with the lawful Interest for the same Sum till
paid: Yet the said Baker tho often there to re-
quested hath never paid the same to the said
Benjamin while living nor ^{to} the said Lueretia his
Executrix since the Death of the said Benjamin
or ever fulfilled his Promise but neglects to do so
to the Damage of the said Lueretia in said Capas
seven Pounds. The Duf appears by John & William
Esq^s his Att^y & the Dift tho three times called to com-
into Court makes default of appearance here
Therefore it is considered by the Court that the said
Lueretia do recover against the said Timothy six
Pounds twelve shillings & five Pence of lawful Mon-
ney Damages & Cost of Court taxed at £ 1. 17. 2
and thereof &c. Exon ip^o June 5 1700.

Bordwell
Bagg
N^o 30.

Joseph Bordwell of Belchertown in the County of
Hampshire Yeoman Duf is Noble Bagg of the same
Belchertown aforesaid Yeoman Dift is a Plea of
the Case for that the said Noble at Belchertown a-
foresaid on the Twenty fourth Day of May in the Year
of our Lord one thousand seven hundred & eighty on
by his promisory Note for value received the said
Joseph to pay him four Pounds twelve Shillings Six
Money on Demand with the lawful Interest for the
same Sum till paid. Yet the said Noble tho
often there to requested hath never paid the same
to the Damage of the said Joseph Eight Pounds
The Duf appears by John & William Esq^s his Att^y
and the Dift tho three times called to come in
Court makes default of appearance here
Therefore it is considered by the Court that the
said Joseph do recover against the said Noble
two pounds twelve shillings & seven Pence of law-
ful Money Damages & Cost of Court taxed at £ 1. 10. 6
and thereof &c. Exon ip^o June 5 1700.

Gains
Allen
N^o 31.

Joseph Gains of Gransfield in the County of Ham-
shire Yeoman Duf is Moses Allen of Gransfield in
the County aforesaid Yeoman Dift is a Plea
of the Case for that the said Moses at Gransfield
aforesaid on the third Day of September in the Year
of our Lord one thousand seven hundred & eighty on
by his Note for value received promised the
Joseph to pay him nineteen Bushels of Merchants
ble Wheat to be delivered at his House by the
Day of January one thousand seven hundred &

gains
y
Allw
eighty three with Interest till paid - Yet 20th
the said Joseph tho often thereto requested hath
never paid the same but neglects to do it to the
Damage of the said Joseph nine Pounds - The Duf
appears by John Chester Williams Esq^r his ATT^y & the
Def^t tho thr^e times called to come into Court
makes default of appearance here - Therefore
it is considered by the Court that the said Joseph
do recover against the said Moses five Pounds six
Ten Shillings & seven Pence of lawful Money da
mages & Cost of Court taxed at £1. 19. 2 -
The Def^t by John Chandler Williams Esq^r his ATT^y
comes into Court & appeals from the Judgement
of this Court to the supreme Judicial Court to be
holden at Springfield in & for the County of Hamp
shire on the fourth Tuesday of September next and
he recognizes with sureties as the Law directs for
his prosecuting said Appeal with Effect as by said
recognizance on File does appear -

Black David Black of Blandford in the County of Hamp
shire Husbandman Duf^r is John Morse of Weyh
Morse ington in the County of Berkshire by Comm^r Def^t
N^o 32. in a Plea of the Case for that the said John at
Springfield on the sixth Day of October in the year
of our Lord one thousand seven hundred & seventy
three by his promisory Note for value received pro
mised the said David to pay him thirty shillings
(meaning the same in lawful Money) on demand
with Interest till paid - Also for that the said
John on the fourteenth Day of March current at
Springfield aforesaid being justly indebted unto
the said David Black in the just sum of one pound
fourteen shillings & five Pence & two Farthings lawful
Money for so much Money there before that Time
by the said John to the use of the said David had
and received then & there in Consideration thereof
the said John promised the said David to pay
him the same sum on demand - Yet the said
John tho often thereto requested hath never paid
the same sum or any part thereof but neglects
to do it to the Damage of the said David seven
Pounds - The Duf appears by Thomas Gold
Esq^r his ATT^y & the Def^t tho thr^e Times called
to come into Court makes default of appear
ance here - Therefore it is considered by the

Black
Morse

Doit that the said David do recover against the
said Moses four Pounds one shillings & nine Pence
two Farthings of Lawful Money Damages & Cost of
Court taxed at one Pound sixteen shillings & two
Pence of like Money. The Doit by John Chandler
William Gen^l his Att^y comes into Court & appears
from the Judgement of this Court to the supreme
Judicial Court to be holden at Springfield in and
for the County of Hampshire on the fourth Tueday
of September next and he recognizes with sureties
as the Law directs for his prosecuting said Appeal
with Effect as by said Recognizence on File done
appear.

McDaniel
Jisk
N^o 33

Jacob McDaniel of Amherst in the County of
Hampshire Trader Purs^{er} is Jonathan Jisk of Pitts-
field in the County of Berkshire Yeoman Doit in
a Plea of the Case for that the said Jonathan at said
Amherst on the thirtieth Day of June in the Year
of our Lord one thousand seven hundred & eighty one
by his promisory Note for value received promise
the said Jacob to pay him two Pounds one Shil-
ling & six Pence in Spanish Milled Dollars on demand
with Interest till paid. Yet the said Jonathan
tho often requested hath never paid the same
to the Damage of the said Jacob five Pounds.
The Purs^{er} appears by Thomas Gold Gen^l his Att^y &
the Doit the three Times called to come into Court
makes default of appearance here. Therefore it is
considered by the Court that the said Jacob do re-
cover against the said Jonathan two Pounds six
Shillings & three Pence Lawful Money Damages
and Cost of Court taxed at £1. 16. 0. & three of 8.

Exon ip^s May 27 1783

Clark
Parker
N^o 34

John Clark of Springfield in the County of Hampshire
Gen^l & Jonathan Stearns of Northampton in the County
of Hampshire Purs^{er} is Phineas Parker of
Pittfield in the County of Berkshire Yeoman
in a Plea of Trespas on the Case for that the said
Phineas at Springfield on the twenty seventh
of August in the Year of our Lord one thousand
seven hundred & eighty two in consideration that the
said John & ~~Jonathan~~ Jonathan at the special
stance & Request of him the said Phineas had
before that Time done & performed certain Work

Clark & al
vs
Parker

Labour & Service in their said Business of News
Papers Carriers & in purchasing & delivering to the
said Phineas & to his use twelve hundred & forty five
News Papers & other Business Labour & Service for the said
Phineas at his like Instance & Request undertook and
then & there faithfull promised to pay them so much Mo-
ney as they reasonably deserved to have from the said
Phineas for the same. And the said John & Jonathan
do aver that they reasonably deserved to have of the
Phineas for the same nineteen Pounds three Shillings
lawful Money to wit at Springfield aforesaid whereof
the said Phineas after wards that is to say on the
same Day & Year aforesaid had Notice - Also that
the said John & Jonathan at Springfield aforesaid on
the same twenty seventh Day of August & Year last
afore mention having there before that Time sold
and delivered unto the said Phineas divers Goods
Wares & ~~Merchandise~~ at his special Instance & Request
then & there in Consideration thereof the said Phineas
promised the said Jonathan & John to pay them
therefor on demand so much Money as the same
were reasonably worth at the time of the sale and
delivery thereof - And the said John & Jonathan do
in fact say the Goods Wares & Merchandises aforesaid
at the Time at the Time of the Sale & Delivery thereof
were reasonably worth nineteen Pound & fifteen Shil-
lings lawful Money whereof the said Phineas im-
mediately afterwards had Notice - & that the said
Phineas tho often thereto requested hath never paid
the same but neglect to do so to the Damage
of the said John & Jonathan thirty three Pounds -
The Jury appears by Thomas Gold Gen^l his A^{ny}
and the Def^t tho three Times called to come
into Court makes default of appear here -
Therefore it is considered by the Court that the
said John & Jonathan do recover against the said
Phineas nineteen Pounds & fifteen Shillings of law-
ful Money Damages & Cost of Court taxed at two
Pounds two Shillings & two Pence of like Money
and thereof &c - Exon^{is} in May 27 1783

Pomeroy
vs
Bowen
No 35

Daniel Pomeroy of Northampton in the County of
Hampshire Gen^l vs Volintine Bowen of Adams
in the County of Berkshire Yeoman Def^t in a
Plea of Trespass on the Case for that the said
Volintine a New Providence to wit at Northamp-
ton aforesaid on the ninth Day of April in

Pomeroy
Bawen

the Year of our Lord one thousand seven hundred and twenty three by his promissory Note for value received promised one Isaac Stafford to pay him or order twenty four Pounds seven shilling & two Pence lawful Money to be paid in one Year from the Date above mentioned - And afterwards to wit on the twenty sixth Day of April current at Adams aforesaid to wit in said Northampton the said Isaac by his Indorsement on said Note with his proper hand and subscribed assigned the same Note to the said Daniel Pomeroy & ordered the Contents thereof then wholly unpaid to be paid to the said Daniel Pomeroy of all which the said Valentine then & there instantly had Notice & so became liable to pay the Contents of the said Note (which remain unpaid to wit the Sum of thirty seven Pounds sixteen shillings & nine Pence together with the lawful Interest ~~from~~ from the Date of the said Note) to the said Daniel Pomeroy according to the Tenor thereof & being so liable the said Valentine then & there in consideration thereof promised the said Daniel to pay him the same accordingly on demand - Yet the said Valentine tho often thereto requested hath never paid the same ~~but~~ or any part thereof (except thirty six Pounds nine shillings & five Pence one Farthing) but neglects to do it to the Damage of the said Daniel one hundred & forty Pounds - The Parties severally appearing on a Motion of the Deft aforesaid that this Case be continued to the next Term - Therefore it is considered by the Court that the said Parties have Day here untill the last Tuesday of August next -

Rendall
Herman
No 36

John Rendall of Darfield in the County of North shire Yeoman Def is Andrew Herman of Back land in the County aforesaid Yeoman Deft. in a Plea of the Case for that the said Andrew said Springfield on the twenty eighth Day of Jan in the Year of our Lord one thousand seven hundred & eighty one by his Note for value received promised the said John to pay him or order three Pounds to be paid in Rice at three shilling per Bushel by the thirtieth Day of January next with lawful Interest for the same Sum till paid - Yet the said Andrew tho often thereto requested hath never paid the same or any part thereof but neglects & refuse to do it -

to the Damage of the said John seven Pounds 20⁰
The Parties severally appear & ~~the~~ it is con-
sidered by the Court that this Case be considered to
the next Term for Judgement.

Ashley
v
Dickinson
No 37

Solomon Ashley of Deerfield in the County of
Hampshire Yeoman Puf is Nathaniel Dick-
inson of Whiteley in the County aforesaid
Yeoman Dyf in a Plea of the Case for that the
said Nath^l at Deerfield aforesaid on the
twenty fifth Day of December in the Year of our
Lord one thousand seven hundred & eighty one
by his Note for value received promised the said
Solomon to pay him eight Pounds fifteen shil-
lings & ten Pence lawful Money or good Flour
at the market Price meaning if not paid in
Money to be paid in good Merchantable Flour at
Deerfield aforesaid at the Market Price in one
Month from the Date meaning from the Date of
Note. Yet the said Nath^l tho often there re-
quested hath never paid the whole Contents to the
said Solomon but neglects to do so - to the Da-
mage of the said Solomon Ten Pounds.

The Puf appears by William Billings Esq^r his
Att^y and the Dyf tho three Times called to come
into Court makes default of Appearance here.
Therefore it is considered by the Court that the
said Solomon do recover against the said Nath^l
seven Pounds four shillings & three Pence of
lawful Money Damages & Cost of Court taxed
at £

The Dyf by Billings
Esq^r his Att^y comes into Court & appeals from the
Judgement of this Court to the Supreme Judi-
al Court to be holden at Springfield in and
for the County of Hampshire on the fourth
Tuesday of September next & he recognizes
with Sureties as the Law directs for his prosecut-
ing said Appeal with Effect as by said recog-
nizance on File does appear.

Williams
v
Sherwin
No 38

Isaac Williams Jun^r of Hatfield in the County
of Hampshire Gent^l Puf is Jacob Sherwin late
of Ashfield in the County aforesaid Esq^r Dyf
in a Plea of the Case for that the said Jacob at
Hatfield aforesaid on the sixteenth Day of
January one thousand seven hundred and

Williams
17
Sherwin

eighty two by his Note for value received promised the said Israel to pay him ninety two Pounds seventeen shillings lawful Silver Money on Demand with the Interest therefor till paid — Yet the said Jacob tho' often thereto requested hath never paid said sum but wholly neglected to do so to the Damage of the said Israel the sum of one hundred & ten Pounds lawful Money — The Pyl appears by William Billings Esq his A^{tt} 28th the Dy^{ct} the three times called to come into Court makes default of appearance here — Therefore it is considered by the Court that the said Israel do recover against the said Jacob one hundred Pounds five shillings & four Pence lawful Money Damages & Cost of Court taxed at £1. 16. 2 — and thereof &c — Ex con is June 2^d 1703

Billings
17
Sawyer
N^o 39

William Billings of Conway in the County of Hampshire Esq^r Pyl v Elias Sawyer of Ashfield in the County aforesaid Yeoman Dy^{ct} in a Plea of the Case for that the said Elias at Conway aforesaid the fifteenth Day of January in the Year of our Lord one thousand seven hundred & eighty two by his Note for value received promised the P^r William to pay him nine Pounds two shillings lawful Silver Money on Demand with the lawful Interest for the same sum till paid — Yet the said Elias tho' often thereto requested hath never paid the same but neglected to do so — to the Damage of the said William Twelve Pound lawful Money — The Pyl appears in his own Person & the Dy^{ct} the three times called to come into Court makes default of appearance here — Therefore it is considered by the Court that the said William do recover against the said Elias nine Pounds fourteen shillings & four Pence of lawful Money Damages & Cost of Court taxed at one Pound nineteen shillings & four Pence of 1/2 Money — & thereof &c — Ex con is July 7^d 1703

Allis
17
Bordwell
N^o 40

Eliza Allis of Williamburgh in the County of Hampshire Gen^l Pyl v Samuel Bordwell of Ashfield in the County aforesaid Yeoman Dy^{ct} in a Plea of the Case for that the said Samuel at Ashfield in the County aforesaid on the four Day of February in the Year of our Lord one thousand seven hundred & seventy four by his

Adm
Borrowed

for value received promised the said Elisha
by the name of Elisha Allis Jun^r to pay him
or order the Sum of four Pounds four Shillings &
~~five~~ Pence half penny lawful Money on demand
with int^rest till paid - Yet the said Samuel
tho often thereto requested has never paid the
said Sum or any part thereof but refuses & neglects
to do so - Also for that the said Samuel at Said
Hatfield on the last Day of April last past was
indebted to the said Elisha in the Sum of eight
Shillings and one Penny lawful Money for sundry
Articles of Book Account according to the Account
Annexed and then & there in consideration thereof
the said Samuel promised the said Elisha to
pay him the same Sum when he should be thereto
requested - Yet the said Samuel tho often
thereto requested hath never paid the last menti-
oned Sum but refuses to do so to the Damage
of the said Elisha seven Pounds lawful Money
The Def appears by Williams Bellings Esq^r his
Att^r & the Def^r tho thr^e times called to come in
to Court makes default of appearance here
Therefore it is considered by the Court that
the said Elisha do recover against the said
Samuel six Pounds nineteen shillings & seven
pence of lawful Money Damages and cost
of Court taxed at £1.16.2 - & thereof &c
Exon^r 1st July 1783

Adams
Wing
No 41

Joel Adams of Conway in the County of Hamp-
shire Yeoman Def^r vs James Wing of Dorset in
the same County aforesaid Yeoman Def^r in
a Plea of the Case for that the said James at
Conway on the twenty third Day of September in
the Year of our Lord one thousand seven hun-
dred & eighty two by his Note for value received
promised the said Joel to pay him nine Pounds
ten Shillings of Silver Money on or before the
first Day of six Weeks from the Date (meaning
within six Weeks from the Date of the said Note)
Yet the said James tho often requested never paid the
same, to the Damage of the said Joel eleven Pounds -
The Def appears by W^m Bellings Esq^r his Att^r & the Def^r tho
thr^e times called to come into Court makes default of appear-
ance here - Therefore it is considered that the said Joel do recover of
the said James nine Pounds sixteen shillings & cost of Court taxed
at £1.17.0 - & thereof &c
Exon^r 4

Clary
Prath
N^o 43

John Clary of Conway in the County of Ham-
shire Gen^l Duf is Aaron Prath of Dursfield in the
County aforesaid by Coman Dift in a plea of the Co
for that the said Aaron at Sunderland in the Cou-
ty aforesaid on the twenty fourth Day of April
in the Year of our Lord one Thousand seven hundred
and seventy five by his Dote for value received
promised the said John to pay him three Pounds
twelve Shillings & one penny half penny on De-
mand with Interest from the thirtieth of March
last (meaning the lawful Interest for the same
Sum from the thirtieth Day of March last past to
paid) Also for that the said Aaron at Conway
aforesaid on the tenth Day of April in the Year
of our Lord one thousand seven hundred & eight
there was indebted to the said John in the Sum of
Two Pounds fifteen Shillings & eleven Pence lawful
Money to balance book accounts agreeable to the
Account annexed and then & there in Consideration
thereof the said Aaron promised the said John
to pay him the same Sum last mentioned when
he should be thereto requested & yet the said
Aaron tho often thereto requested has not per-
formed his promise nor paid the same Sum as
afore mentioned but neglects to do so - to the
Damage of the said John the Sum of seven
Pounds of lawful Money
The Parties severally appear & it is considered by
the Court that they have Day here untill the
last Tuesday of August next

Wood Es^r John Wood of Wilmington in the County of Wind-
ham & State of Vermont (commonly so called) Es^r
Porter Es^r Duf is Elisha Porter of Hadley in the County of
N^o 101 Hampshire ~~Sheriff~~ Es^r & Sheriff of the same
County Dift in a Plea of Trepass for that the
Elisha at Colrain in the County of Hampshire a-
foresaid on the twenty first Day of June last past
with force & arms broke & entered the Close
thereto wit at Colrain aforesaid then & there with
force & arms as aforesaid took two good Horses
called a Span of Horses the property of the Duf
of the value of one Hundred Pounds and carried them
away & there afterwards on the same Day converted
them to his own use against the Peace & the Law

Wood
Porter

200

And by reason of the Premises the Defendant
been greatly damaged and prejudiced and
by the wanton proceedings of the said Eliza
in the Premises the Defendant has been prevented from
going dwice necessary Journeys for the accom-
plishment of his lawful Business & hath thereby
suffered greatly in his Reputation for being a
Person in good & solvent circumstances & able
to full fill his Contracts & pay his honest Debts
to the Damage of the said John Wood Esq^r
five hundred Pounds. The Parties surrady
appear ^{on a Motion of the Def} & agree to have this Case ^{to} continue with-
out Cost to be taxed for the Def. Therefore
it is considered by the Court that the said Parties
have Day here untill the last Tuesday of August
next.

Scot
V. Adams
No 45

William Scott of Palmer in the County of Ham-
pshire Gen^l Def is Jonathan Olds late of Belche-
rtown in the County of Hampshire deceased now
in the Hands & Possession of Hannah Olds of said
Belchertown Widow sole Administratrix of all &
singular the Goods & Chattells Rights & Credits
of the said Jonathan Def in a Plea of the Case
for that the said Jonathan at Palmer aforesaid on
the last Day of August in the Year of our Lord
one thousand seven hundred & seventy three then
living was justly indebted to the said William
in the Sum of eighteen Pounds fourteen shil-
lings & the Moneys for sundry Articles of book
Account. He the said Jonathan (then living) then
and there in Consideration thereof promised
the said William to pay him the same Sum on
Demand. Also for that the said William at said
Palmer on the last Day of August in the Year
of our Lord one thousand seven hundred & seventy
four had sold & delivered him the said Jonathan
(then living) at his the said Jonathan's special
Instance & Request sundry Goods Wares & Mer-
chandizes. He the said Jonathan then & there in
Consideration thereof promised the said William
to pay him so much Money as the said Goods Wares
and Merchandizes ~~at the~~ sold & delivered as afo-
resaid were reasonably worth at the Time of the
Sale & delivery thereof whinsver afterwards he
should be thereto requested & the said William
saith the Goods Wares & Merchandizes so sold

Wth
11

Wth Ad^{rs}

and delivered as aforesaid were reasonably worth
at the Time of the Sale and Delivery thereof other Sum
of eighteen Pounds fourteen Shillings & nine Pence of
lawful Money of this Commonwealth of which the
said Jonathan there instantly had Notice and
thus & there in Consideration thereof promised the
said William to pay him the same Sum on demand
Also for that whereas the said Jonathan at Palmer
aforesaid on the last Day of August in the Year of
our Lord one thousand seven hundred and seven
four (then living) was justly in debted to the said
William in one other Sum of six Pounds nine shi
lings and six Pence for so much Money before that
Time advanced laid out & expended by him the
said William at his the said Jonathan special
Instance & Request - He the said Jonathan (then liv
ing) thus & there in Consideration thereof promis
ed the said William to pay him the last men
tioned sum on demand - Also for that whereas the
said Jonathan at Palmer aforesaid on the last
Day of August in the Year of our Lord one thou
sand seven hundred & seventy five was justly in
debted to the said William in another Sum of e
leven Pounds six Shillings & the pence of like Mo
ney for so much Money before that Time had &
received by him the said Jonathan to his the
said William use he the said Jonathan there li
ving thus & there in Consideration thereof pro
mised the said William that he would well & tru
ly content & pay him the said William the last
said Sum of Eleven Pounds six Shillings & two Pen
ces whenever after he should be thereto requested -
Also for that the said Jonathan at Palmer afore
said on the thirtieth Day of December in the Year
of our Lord one thousand seven hundred & seven
ty three then living by his Note for value
Received promised the said William to pay him
on order the full & just Sum of three Pounds
nine ten Shillings & eight Pence lawful Money on
demand with lawful Interest for the same
Sum till Paid: Yet the said Jonathan in his
life time tho often thereto requested ~~and~~ the
said Hannah his Administratrix since his the
said Jonathan's decease altho often requested
have never paid either of the Sums aforesaid

Scath
is
Older
but neglect & refuse to do it to the Damage 209
of the said William thirty Pounds, lawful
Money. The Parties severally appear & agree to
have this Case continued and it is accordingly
continued to the next Term

Lamb
is
Copley
No 46
Eliphalet Lamb of Westfield in the County of Hamp-
shire Yeoman Def is vs Nath Copley of Westfield
aforesaid Yeoman Deft in a Plea &c as may be
seen at large in the Originall Writ. The Def
being three times called to come into Court is
non-suited & the Deft defaulted & the Action dismissed

Mather
is
Nash
No 47
Charles Mather of East Windsor in the County of
Hartford & State of Connecticut Physician Def is
vs Joel Nash of Ludlow in the County of Hamp-
shire Yeoman Deft in a Plea of Trespass on the
Case for that the said Joel at Springfield on the
Eighteenth Day of January in the Year of our
Lord one thousand seven hundred & eighty two by
his Note for value received promised the said
Charles to pay him or order Eight Pounds seven
ten Shillings and ten Pence lawful Money with
in three Month from the Date of the said Note
with the lawful Interest for the same till paid:
Yet the said Joel tho often thereto requested
hath not performed his said Promise but neglect
to do it to the Damage of the said Charles
twelve Pounds of lawful Money. The Def ap-
pears by John Phelps Gent his Att & the Deft
tho three Times called to come into Court
makes default of appearance here. Therefore
it is considered by the Court that the said
Joel & Charles do recover against the said Joel
nine Pounds eleven Shillings and five Pence of
lawful Money Damages & Cost of Court taxed at one
Pound fourteen Shillings & six Pence of like Mo-
ney & thereof &c ----- Ex con ff June 25 1780

Gillet
is
Norton &c
No 48
Isaac Gillet of Suffield in the County of
Hampshire Yeoman Def is vs Eldad Norton Geo-
man & Robert Norton Yeoman both late of
Southwick in the County aforesaid Executors
of the last Will & Testament of Ingraham Norton
Yeoman late of Southwick aforesaid deceased
and in the said Capacity Defendants

Ge. Act
Norton Esq

In a Plea of Trepass on the Case for that the said Trugrace while living to wit on the twelfth Day of January in the Year of our Lord Christ one thousand seven hundred & seventy six by his Note of that Date for value received promised the said Isaac to pay him the Sum of one Pound seventeen Shillings lawful Money in Demand with lawful Interest till paid & yet the said Trugrace while he lived nor the said Eldad & Robesh or either of them since the Death of the said Trugrace tho they & each of them have often been requested have not paid the same but neglect to do it to the Damage of the said Isaac seven Pounds & The Def appears by John Phelps Genl his Atty and Deft tho three times called to come into Court makes default of appearance here & therefore it is considered by the Court that the said Def do recover against the Deft two Pounds thirteen shillings & six Pence of lawful Money Damages and Cost of Court taxed at one Pound & nine shillings and thereof &c - - - - - Ex conij June 25 1783

Thurs
Clark
At 49

John Hunt of Suffolk in the County of Hampshire Yeoman Deft vs Abner Clark of Norwich in the County aforesaid Yeoman Deft in a Plea of Trepass on the Case for that the said Abner at Springfield on the twenty eighth Day of Decr in the Year of our Lord one thousand seven hundred and eighty by his Note for value received promised the said John to pay him sixty pounds of good well dressed Flax within two Month from the Date of said Note with the lawful Interest from then till paid and the Def avers that said Flax the said Flax was well worth one shilling by the Pound and that he hath been always ready to receive & Flax & And also for that whereas the said Abner afterwards to wit at Springfield aforesaid on the twenty ninth Day of October in the Year of our Lord one thousand seven hundred & eighty one by his other Note for value received promised the said John to pay him eight Pounds eight shillings and seven Pence lawful Money on demand with lawful Interest for the same till paid & yet the said Abner tho often thereto requested hath never paid the said same to the Damage of the said John twenty Pounds &

Thom
is
Clark

The Juf. appear by John Philp Gen^l his 210
all & the D^y the three times, called to come
into Court makes default of appearance here
Therefore it is considered by the Court that the
John do recover against the said Abner thirteen
Pounds Two shillings & ten Pence of Lawful Mo
ney Damages & Cost of Court taxed at £1. 5. 10
and thereof &c — Excon 1st June 24 1783

Page

Fairman
No 504

Joseph Deane of Suffield in the County of Hamp
shire Trader Juf^r James Fairman of Norwich
in the County of Hampshire Yeoman Deft in
a Plea of the Case for that the said James at Norwich
in said County on the second Day of August in the
Year of our Lord one thousand seven hundred & eigh
ty one by his Note for value received promis
ed the said Joseph to pay him or order twenty
five Pounds lawful Money on demand with
Interest till paid — Yet the said James the 1st
requested hath never paid the same to Dam
age of the said Joseph thirty Pounds — The Juf
appear by John Philp Gen^l his all & the D^y
the three times called to come into Court makes
default of appearance here — Therefore it is
considered by the Court that the said Joseph
do recover against the said James twenty
three Pounds ten shillings of lawful Money
Damages & Cost of Court taxed at £1. 10. 10
and thereof &c — Excon 1st June 24 1783

Adam

Mixer &
Clark

And further Isaac Mixer Hornar and Abner Clark Hornar
both of Norwich aforesaid now appear here in Court, having been
duly summoned so to do to shew Cause why Judgement ~~should~~
should not be entered against them & Execution thereon be levied
on the Estate of the aforesaid James Fairman in their hands &
Possession, and the said Isaac and Abner being duly sworn the
said Isaac declares upon his Oath he hath no Estate of the said
James in his hands, and the said Abner declares upon his
Oath that he hath only the sum of Three pounds & five shillings
of the Property of said James in his hands, which now he in
Court he pays to said Isaac, and it is considered that said
Isaac and Abner do severally recover against said Joseph
Isaac their Costs taxed at One pound and two pence & thereof
&c

Ashley

Noble

No 514

Abigail Ashley of Wiffield in the County of Hamp
shire Widow Juf^r Shadrach Noble of Wiffield in
the County aforesaid Yeoman Deft in a Plea

Asbury
is
Nobles

The Case for that the said Shadrach at Wiltfield
on the sixth Day of January in the year of our Lord
one thousand seven hundred & eighty two by his
Note for value received promised the said Abigail
to pay her twenty six Pounds six Shillings & six
pence hard Money on demand with lawful Interest
till paid — Yet the said Shadrach tho often re-
quested hath never paid the same but neglects it
to the Damage of the said Abigail thirty Pounds
The Plf appears by John Phelps Genl in AWT & the
Defr tho three Times called to come into Court
makes default of appearance here — Therefore
it is considered by the Court that the S^d Abigail
do recover against the said Shadrach sixteen
Pounds three Shillings & five Pence of lawful
Money Damages & Cost of Court taxed at £1. 5. 6
and thereof &c

Exon 4th June 25 1703

Webber
is
French
N^o 52

Jonathan Webber of Chestersfield in the
County of Hampshire Yeoman Plf vs Daniel
French of Worthington in the County aforesaid Yeoman
Defr in a Plea of the Case for that the S^d
Daniel at Springfield on the twenty fifth Day
of April in the year of our Lord one thousand
seven hundred & seventy six by his Note for
value received promised the said Jonathan
to pay him by the Name of Jonathan Webber
or order two Pounds sixteen Shillings & four
pence lawful Money on demand with lawful
Interest till paid — Yet the said Daniel
tho often thereto requested hath never paid
the same but neglects to do so to the Da-
mage of the said Jonathan nine Pounds
The Plf appears by John Phelps Genl in AWT &
the Defr tho three Times called to come into Court
makes default of Appearance here — Therefore
it is considered by the Court that Jonathan
do recover against the said Daniel two pound
nineteen Shillings and one Penny of lawful
Money Damages & Cost of Court taxed at one
Pound fifteen Shillings & four Pence of like
Money & thereof &c

Exon 4th June 25 17

Gibbs
is
Fowler
N^o 49

Isaac Gibbs of Blandford in the County of Ham-
shire Yeoman Plf vs Abner Foster of Southwick
in the County aforesaid Yeoman Defr

Gibbs
y
Fowler

In a Plea of the Case for that the said Abner
at Springfield on the twenty fourth Day of
November in the Year of our Lord one thousand
seven hundred and eighty one by his Note for a
value received promised the said Isaac to pay
him twenty four Pounds Silver Money in one
Month and then lawful Interest till paid
yet the said Abner tho often thereto requested
hath never paid the same but wholly neglects it
to the Damage of the said Isaac thirty Pounds
The Inf appears by John Phelps Gen^l his 2428
the Def^t tho three times called to come into
Court makes default of appearance here
Therefore it is considered by the Court that the
said Isaac do recover against the said Abner
twenty six Pounds & nine Pence of lawful Money
Damages and Costs of Court taxed at £1. 10. 8
After all which the said Abner by John Phelps
Gen^l his 2428 comes into Court & appeals from
the Judgement of this Court to the supreme Ju-
dicial Court to be holden at Springfield in
and for the County of Hampshire on the
fourth Tuesday of September next & recog-
nizes with sureties to the Law direct for his
presenting said as by said Recognizance on
File does appear

Baies
y
Eundem
No 54

Samuel Baies of Blanford in the County of
Hampshire Yeoman Inf is Abner Fowler
of Southwick in the same County Yeoman
Def^t in a Plea of Trespass on the Case for that
the said Abner at Blandford aforesaid on the
twenty fourth Day of November in the Year of
our Lord one thousand and eighty one by his
Note for value received promised said Samuel
to pay him eighteen Pounds Silver Money &
one Bushel of Rack Salt which the Inf says was
of the value of thirty Shillings lawful Money
and deliver the same at his the said Abners House
at or before the twentieth Day of December then next
with the lawful Interest till paid, and the Inf
avows that he hath always been ready to receive
the said Salt at the Place of Delivery yet the
said Abner tho often requested hath not in any

Baird
v
Fowler.

were performed his said Promise but he wholly
neglects it to the Damage of the said Samuel The
ty Pounds. The Deft. appears by John Phelps Gen^l
his Att^y & the Deft. tho three times publicly called
to come into Court makes default of appearance
here. Wherefore it is considered by the Court that
said Samuel do recover against said Abner
twenty Pounds & nineteen Shillings of lawful Money
Damages and Cost of Court taxed at one Pound
ten Shillings & five Pence. After all with the
Deft by Samuel Fowler Gen^l his Att^y comes
into Court & appeals from the Judgement of
this Court to the Supreme Judicial Court to be
holden at Springfield in ^{and for} the County of Hamp-
shire on the fourth Tuesday of September next
and he recognizes with Sureties as the Law de-
rects with the Effort as by said Recognizance an
File dose appear.

Ayer
v
Tracy
A. 55

Nathan Ayer of Drifton in the County of New
London & State of Connecticut Yeoman Deft. v.
Jabez Tracy of Chester in the County of Hamp-
shire Yeoman Deft. is a Plea of the Case for that
that the said Jabez at Springfield on the ninth
Day of April in the Year of our Lord one thou-
sand seven hundred & eighty one by his Note
value five hundred promised the said Nathan to
pay him or order sixty Spanish Milled Dollars
(of the value of eighteen Pounds) within one
Month ~~from the~~ with the lawful Interest there
from the Time of pay ment till paid. Yet the
said Jabez tho thereto often requested hath not
performed his said promise but wholly neglected
to the Damage of the said Nathan thirty
Pounds. The Deft. appears by John Phelps Gen^l
his Att^y & the Deft. tho three times publicly called
into Court makes default of appearance here.
Therefore it is considered by the Court that the
said Nathan do recover against the said Jabez
twenty Pounds three Shillings & two Pence of
lawful Money Damages & Cost of Court taxed at
one Pound eight Shillings & four Pence
and thereof &c.

Leavitt
v
Loomise
A. 56

Shaddens Leavitt of Suffield in the County
of Hampshire Yeoman Deft. v. Seth Loomise of
Westfield in the County aforesaid Yeoman Deft.

Exon is June 25 1783.

Leavitt
9
Loomis

In a Plea of the Case for that the said Seth at 212
Springfield on the seventeenth Day of July in the
Year of our Lord one thousand seven hundred & eighty
one by his Note for value received promised
the said Thaddaus to pay him four Pounds
thirteen Shillings & three Pence lawful Money within
in three Months from the Date of the said Note with
the lawful Interest thereof till paid & yet the
said Thaddaus requested hath not performed
his Promise but wholly neglected it to the
Damage of the said Thaddaus seven Pounds &
The Deft appears by John Phelps Gen^l his atty
and the Deft the three Times publicly called to
come into Court makes default of appearance
here & therefore it is considered by the Court that
the said Thaddaus do recover against the said Seth
five Pounds three shillings & three Pence of
lawful Money Damages and Cost of Court
taxed at one Pound five shillings & ten Pence
and thereof &c Exon^{is} June 25/783

Dunham
Norton
No 57

Levi Dunham of Glastonbury in the County
of Hartford & State of Connecticut Gen^l Def is
Eldad Norton of Southwick in the County of Hamp
shire Yeoman Deft in a Plea of the Case for that
the said Eldad at Springfield on the thirteenth
Day of May in the Year of our Lord one thousand
seven hundred & eighty one by his Note for value
received promised the said Levi to pay him or
order seven Pounds lawful Money at or before the
tenth Day of May then Next with lawful In
terest till paid & yet the said Eldad though
thereunto requested hath not performed the
promise aforesaid but wholly neglected it to
the Damage of the said Levi ten Pounds &
The Deft appears by John Phelps Gen^l his atty &
the Deft the three Times publicly called to come
into Court makes default of appearance here
Therefore it is considered by the Court that
the said Levi do recover against the said
Thaddaus seven Pounds sixteen Shillings &
nine Pence of lawful Money Damages & Cost
of Court taxed at £1.5.10 & thereof &c Exon^{is} June 25/783

Gran
y
Easton
No 58

Jashua Gran of Westfield in the County of
Hampshire Gen^l Juf^r is Ahimaaz Easton of
Washington in the County of Berkshire Esq^r Deft
in a Plea of Trespas on the Case for that the
said Ahimaaz at Springfield on the twenty first
Day of January last past by his Note for value
received promised the said Jashua Gran to pay
him or order forty Pounds eleven Shillings and
five Pence lawful Money on Demand with
lawful Interest for the same till paid &
yet the said Ahimaaz tho often thereto re-
quested hath never paid the same but
wholly neglected it to the Damage of the said
Jashua fifty Pounds &
The Juf appears by John Phelps Gen^l his att^y &
Deft tho three times publicly called to answer
to Court makes default of appearance here.
Therefore it is considered by the Court that the
said Jashua do recover against the said Ah-
maaz forty one Pounds seven Shillings & nine
Pence of Lawful Money Damages & Cost of
Court taxed at one pound ten Shillings &
ten Pence & there of &c Exec^d in June 23^d 1783.

Whipple
y
Loomis
No 59

Ebenezer Whipple of Montgomery in the County
of Hampshire Esq^r Coman Juf^r is Nathaniel Loom
of Southampton in the County of aforesaid Esq^r Coman
Deft in a Plea of the Case for that the said Nath^l
at Springfield on the twentieth Day of August
last past by his Note of that Date for value re-
ceived promised the said Ebenezer to pay him or order
ten Pounds lawful Money by the first Day of
November then next with the lawful Interest
thereof till paid And the Juf avers ~~that~~ the Day
of payment has long since elapsed &
yet the said Nathaniel tho often thereto requested has
not performed his said promise but wholly ne-
glects to do it to the Damage of the said Ebe-
ze twelve Pounds &
The Juf appears by John Phelps
Gen^l his att^y & the Deft tho three times called
to come into Court makes default of appearance
here. Therefore it is considered by the Court that
the said Ebenezer do recover against the said Nath^l
four Pounds eighteen Shillings & five Pence Damages &
Cost of Court taxed at £1.10 & there of &c

Whipple After all which the Deft by Joseph Clark Gen. 213
his Att comes into Court & appeals from the
Loomis Judgement of this Court to the Supreme Judicial
Court to be holden at Springfield in & for the Count
ty of Hampshire on the fourth Tuesday of Septem
ber & he recognizes with Sureties as the Law directs
for his appearing & a appeal with Effect as by said
recognizance on File does appear

Pomeroy Isaac Pomeroy of Suffield in the County of Hamp
shire Gen. Puf vs John Stratton Yeoman & Ichiel
Stratton Messengers both of Southwick in the County aforesd.
No 60
Deft in a Plea of the Case for that the said John &
Ichiel at Springfield on the twenty first Day of
December in the year of our Lord one thousand seven
hundred & ~~seven~~ eighty one by his Note for value
received promised the said Isaac to pay him or order
sixteen Pounds & four Shillings lawful Money on demand
with Interest from the Date till paid & yet the said
John & Ichiel or either of them tho often thereto re
quested have not paid the same but neglect it
to the Damage of the said Isaac twenty Pounds.
The Puf appears by John Phelps Gen. his Att. and
the Deft tho three times called to come into Court
makes default of appearance here & therefore it
is considered by the Court that the said Isaac do
recover against the said John & Ichiel seven
Pounds & eight Shillings of lawful Money Damag
and Cost of Court taxed at one Pound seven shil
lings and four Pence & three farthings & Cents June 23rd 1783

Bush Moses Bush of Suffield in the County of Hamp
shire Yeoman Puf vs Bildad Noble of Westfield
Noble in the County of Hampshire aforesaid Deft in a
No 61 Plea of the Case for that the said Bildad at West
field aforesaid on the twenty third Day of July
last past by his Note for value received promis
ed the said Moses to pay him nine Pounds and
ten shillings lawful Money on demand & yet the
said Bildad tho often thereto requested hath ne
ver paid the same but neglects it to the Damage
of the said Moses thirteen Pounds & The Puf
appears by John Phelps Gen. his Att. & the Deft
tho three times called to come into Court
makes default of appearance here & there
fore it is considered by the Court that the
said Moses do recover against the said

Bush
Noble

Beldad nine Pounds Ten Shillings and
Cash of Court taxed at £1.5.6
The Dft by Samuel Fowler Gen^l his a 112
comes into Court and appeals from the
Judgement of this Court to the Supreme Ju-
dicial Court to be holden at Springfield in
for the County of Hampshire on the fourth
Tuesday
Day of September and he recognizes with var-
tis as the Law directs for his prosecuting said
appeal with Effect as by said ~~appeal~~ Recogni-
zance on File do appear

A Bush
A Bush
N^o 62

Moses Bush of Suffield in the County of Ham-
shire Yeoman Dft is Amos Bush of Westfield
in the County aforesaid Smith Dft in a Plea
of the Case for that the said Amos at Westfield
aforesaid on the twenty ninth Day of June
last Dft by his Note for value received prom-
ised the said Moses to pay him nine Pounds
hard Money (meaning) lawful Money within
three Month with Interest from the time of pay-
ment till paid. Yet the said Amos tho^t oft
thereto requested hath not performed his said
promise but wholly neglected it to the Damage
of the said Moses twelve Pound. The Dft ap-
pears by John Phelps Gen^l his a 112 & the Dft tho^t
three times called to come into Court makes de-
fault of appearance here. Therefore it is con-
sidered by the Court that the said Moses do recover
against the said Amos nine Pounds seven shil-
lings & two pence of lawful Money Damages
and Cost of Court taxed at £

The Dft by Samuel Fowler Gen^l his a 112 & comes
into Court & appeals from the Judgement of the
Court to the Supreme Judicial Court to be holden
at Springfield in and for the County of Hampsh
on the fourth Tuesday of September next & he recogni-
zes with Jartus as the Law directs for his prosecuting
said appeal as by said Recognizance on File do ap-
pear

Lindsey
Strong
N^o 63

Robert Lindsey of Blandford in the County of Ham-
shire Yeoman Dft is Selah Strong of Southamp-
ton in the County aforesaid Yeoman Dft in a
Plea of the Case for that the said Selah at Spring-
field on the twenty first Day of September in the Year

21h
Sunday of our Lord one thousand seven hundred & eight
Strong by one by his Note for value received promised
the said Robert to pay him in order forty five shil-
lings of lawful silver Money within two Month
which Time of Payment the said Robert hath long
since Elapsed & yet the said Robert tho after then
to requested hath not performed his promise
for said but wholly neglects it to the Damage
of the said Robert seven Pounds &
the said appears by John Phelps Gen^l his Att^y & the Deft
tho three Times publicly called to come into Court
makes default of appearance here & therefore it is
considered by the Court that the said Robert do
recover against the said Robert two Pounds and
nine shillings of lawful Money Damages & Cost
of Court Taxed at one Pound ten shillings & three
Pence & thereof &c Excon^o June 17 1783

The In- The Inhabitants of the Town of Westfield v Bildad
habitants of Westfield
3 - Fowler
N^o 6th
The Year of our Lord one thousand seven hundred &
seventy three by his Note for value received promised
one Samuel Mathen Esq^r to pay him as Treasurer
for said Town or his successor in said Office for
the use & benefit of the said Town meaning for the
use & benefit of the Inhabitants of said Town two
Pounds & eight shillings with interest after
twelve Month from the Date of the said Note and
thereto pay the lawful Interest thereof till paid:
and the said appears the Day of payment hath long
since Elapsed & yet the said Bildad tho after then
thereto requested never performed his promise to
the said Samuel while he continued in said Office
of Treasurer or to his successor or said Inhabitants
since but neglects it to the Damage of the said
Inhabitants the sum of seven Pounds &
the said appears by John Phelps Gen^l their Att^y & the Deft
tho three Times called to come into Court makes
default of appearance here & therefore it is
considered by the Court that the said Inhabit-
ants do recover against the said Bildad three
Pounds four shillings and three Pence of law-
ful Money Damages & Cost of Court Taxed at 1^l 5^s 10^d
and thereof &c Excon^o June 25 1783

The
Inhabitants
of Westfield
vs
Lew
N^o 65

The Inhabitants of the Town of Westfield Sups in the County of Hampshire Sups vs John Lu of Westfield in the County of Hampshire Yeoman Deft in a Plea of the Case for that the said John at Westfield aforesaid on the sixteenth Day of January in the Year of our Lord one thousand seven hundred & sixty nine by his Note for value received promised one David Mosley Town Treasurer or his successor in said Office to pay him for the use & Benefit of the said Town (meaning the Inhabitants of R. Westfield) four Pounds seven Shillings & eight Pence lawful Money on Demand with the lawful Interest thereof till paid & yet the said John tho often requested hath not performed his said promise in any wise but neglects it to the Damage of the said Inhabitants twelve Pounds. The Sup appear by John Phelps Gen^l their Att^y the Deft tho three Times called to come into Court makes default of appearance here & therefore it is considered by the Court that the Sup do recover against the said John eight Pounds two Shillings & six Pence of lawful Money Damages and Cost of Court taxed at one Pound five Shillings and ten Pence & thereof &c &c Exon ip^s June 25th 1703

Same
vs
J^o Lu
N^o 66

The Inhabitants of the Town of Westfield in the County of Hampshire Sups vs Ichabod Lu of Westfield in the County aforesaid Yeoman Deft in a Plea of the Case for that the said Ichabod at Westfield aforesaid on the tenth Day of June in the Year of our Lord one thousand seven hundred & seventy two by his Note for value received promised one Samuel Mather Esq^r then Town Treasurer for said Town to pay him or his successor in said Office for the use & Benefit of said Inhabitants seven Pounds and five Pence lawful Money on Demand with Interest till paid & yet the said Ichabod tho often thereto requested hath not performed his said promise in any wise but neglects it to the Damage of the said Inhabitants twelve Pounds & The Sup appear by John Phelps Gen^l their Att^y & the Deft tho three Times called to come into Court makes default of appearance here & therefore it is considered by the Court the Sups do recover against the said Ichabod ~~seven~~ Pounds eleven Shillings & ^{two} Pence Damages & Cost of Court taxed at £1.6.0 & thereof &c Exon is June 25th 1703

Bagg
y
Fowler
N^o 67

Moses Bagg of Westfield in the County of Hamp-
shire Yeoman Puf is Bildad Fowler of Westfield
in the County aforesaid Yeoman Dyf in a Plea of the
Case for that the said Bildad at Westfield aforesaid
on the eighteenth Day of February in the Year of our
Lord one thousand seven hundred & seventy five
by his Note for value received promised the said
Moses to pay him six Pounds lawful Money on de-
mand & meaning to pay the Lawfull Interest there-
of till paid & Yet the said Bildad tho often there-
to requested hath not performed his said Promise
but wholly neglected it to the Damage of the said
Moses the Sum of twelve Pounds & The Puf appears
by John Phelps Gen^l his Att^y & the Dyf tho three
Times publicly called to come into Court makes de-
fault of appearance here & Therefore it is consi-
dered by the Court that the said Moses do recov-
er against the said Bildad six Pounds of lawful
Money Damages & Costs of Court taxed at one Pound
five Shillings & ten Pence &

The Dyf by Samuel Fowler Gen^l his Att^y comes into
Court & appeals from the Judgement of this Court
to the Supreme Judicial Court to be holden at
Springfield in & for the County of Hampshire
on the fourth Tuesday of August next & he recogni-
ze with sureties as the Law directs for his present
said appeal with Effect as by said Recognizance on
File does appear &

Bancroft
y
Drake
N^o 68

John Bancroft of Westfield in the County of
Hampshire Gen^l Puf is Moses Drake of the same
Westfield aforesaid Yeoman Dyf in a Plea of
the Case for that the said Moses at Westfield on
the eighteenth Day of February in the Year of
our Lord one thousand seven hundred & eighty two
by his Note for value received promised the said
John to pay him six Pounds six shillings
and five Pence lawful Silver Money on demand
with Use meaning the Lawfull Interest for the same
till paid & Yet the said Moses tho often there-
to requested hath not paid the same to the Damage
of the said John nine Pounds & The Puf appears
by John Phelps Gen^l his Att^y & the Dyf tho three
Times publicly called to come into Court makes
default of appearance here & Therefore it is consi-

Bancroft
Drake

by the Court that the said John do recover against
the said Moses seven Pounds six shillings & eight
pence of lawful Money Damages & Cost of Cause
taxed at one Pound seven shillings & one penny
After all which the Dykt by Samuel Fowler Junr
his ATT comes into Court & appeals from the Judg-
ment of this Court to the Supreme Judicial
Court to be holden at Springfield in & for the
County of Hampshire on the fourth Tuesday of
September next & he recognises with Sureties
as the Law directs for his prosecuting said ap-
peal with Effect as by said Recognizance on
on File here appears

Clark
Petton
No 69

Amos Clark of Grandville in the County of Hamp-
shire Yeoman Plaintiff Ephraim Petton of London in
the County of Berkshire Blacksmith Dykt in a
Plea of the Case for that the said Ephraim at Gran-
ville on the twenty ninth Day of June in the year
of our Lord one thousand seven hundred & seventy
three by his promisory Note for value received pro-
mised the said Amos to pay him ten Bushels of good
merchantable Wheat by the first Day of November the
next with the lawful Interest till paid and the
said Amos says he has always stood ready to receive
Wheat and the Time of payment having long time
since elapsed and past and the said Ephraim hath
not fulfilled his said Promise nor any Part thereof
the of his Writto requested & demanded by the said Amos
by wholly & unjustly neglect to do it to the Damage
of the said Amos six Pounds The Dykt appears by
John Phelps Junr his ATT & the Dykt the three times
publicly called to come into Court makes default
appearance here in Therefore it is considered by the
Court that the said Amos do recover against the
said Ephraim three Pounds four shillings of lawful
Money Damages & Cost of Cause taxed at £1.10.6
and thereof

Exon 9th June 25th 1703

Myers
Hawes
No 70

Loughlin Myers of Amherst in the County of
Hampshire Yeoman Plaintiff Joseph Hawes of Amherst
in the County of Hampshire Yeoman & Esqr Defendant
in the County of Hampshire aforesaid Dykt in a Plea
of Supplic on the Case for that the
said Joseph & Esqr on the sixth Day of March in the
year of our Lord one thousand seven hundred &

By
Hawes

Eighty three at Springfield, where he got one of the said Laughlin worth two hundred pounds in Lawful Money with some & more took away and the same Oxen from the said Laughlin did hide & secrete and then did drive about from Place to Place and deprive of suitable keeping & fodder by means of which taking, carrying away hiding & secreting driving about & depriving of keeping and fodder the said Laughlin was put to great Trouble and forced to expend large sums of Money to find the same Oxen and to recover them again into his Possession and the same Oxen became poor, of little value & unfit for market and so were in a manner lost contrary to Law against our Peace and to the Damage of the said Laughlin two hundred Pounds. The Puf appears by Simon Strong & Cautionary Esq^r his Att^r & the ~~Def^t~~ by Joseph Bliss Esq^r & Thom^s Gold Gen^l comes & defends & for Plea says he is not guilty in Manner & Form as the Puf in his declaration ~~says~~ against him has alleged and thereof for trial puts himself on the Country.

And the 2^d Puf likewise
And the 2^d Ezra Hood, ^{by his Att^r} comes & defends the Force and Injury when & wherever Liene to give any Matter in Evidence under the general Issue & for Plea says he is not guilty in Manner & Form as the P. Puf in their Declaration against him have alleged and thereof puts himself on the Country. And the Puf likewise. Whereupon the Jurors of the Jury according ^{to} the Form & Manner ^{of the Statute} of Effect, in ~~the~~ ^{such} Case made & provided at this Time returned and impannelled being also demanded come here who to say the Truth concerning the premises being duly sworn declare upon their Oaths by Nathaniel Ely Jun^r their Foreman that they find the Def^ts. guilty & Assess Damages for the Puf at forty five Pounds L^{ts}. Therefore is considered by the Court that the Puf do recover against the Def^ts. forty five Pounds L^{ts} Damages & Cost of Court taxed at fifteen Pounds ten Shillings & two Pence. The Def^ts. by Moses Bliss Esq^r & Thom^s Gold Gen^l their Att^r come into Court & appeals from the Judgement of this Court to the supreme Judicial Court to be holden at Springfield in & for the County of Hampshire on the fourth Tuesday of September next and he recognizeth with Sureties as the Law directs for his prosecuting his said Appeal as by said. ~~the~~ Recognizance on File does appear.

Parkard Joseph Parkard of Pelham in the County of
Hampshire Gen^l Plea is Nathaniel Park of Andover
in the County of Essex Gen^l Plea is a Plea
No 71 of the Case for that the said Nathaniel at Pelham
aforesaid on the seventeenth Day of April in the
Year of our Lord one thousand seven hundred &
eighty one by his Note for value received promised
the said Joseph to pay him sixteen Bushels of
good Rye worth six Shillings by the Bushel on or be-
fore the first Day of October then next, yet the
said Nathaniel tho often thereto requested hath
never paid the same or any Part thereof but ne-
glects to do it to the Damage of the said Joseph eight
Pounds. The Plea appears by Simon Strong Esq^r
his Att^y and the Deft tho three Times publicly called
to come into Court makes default of appearance
here. Therefore it is considered by the Court
that the said Joseph do recover against the said Nat^l
three Pounds ten Shillings & one Penny of lawful
Money Damages & Costs of Court taxed at £. 14. 2.
The Deft by John C. Williams Esq^r comes into
Court & appeals from the Judgement of this
Court to the Supreme Judicial to be holden at
Springfield in & for the County of Hampshire on
the fourth Tuesday of September next and he
recognizes with sureties as the Law directs for his
presenting his said Appeal with Effort as by said
Recognition on dose appears.

Brown At^t Margaret M Brown of Palmer in the County of Ham-
shire Widow sole Executrix of the Last Will & Testament
Gilbert of William Brown late of Palmer aforesaid by com-
No 72 mission deceased & in said Capacity Plea is John Gilbert Esq^r of
Brookfield in the County of Worcester Blackmore.
Deft in a Plea of the Case for that the said John at
Palmer aforesaid on the eleventh Day of February
in the Year of our Lord one thousand seven hun-
dred & eighty three by his Note for value received
promised the said William then living to pay him
twelve Pounds of Lawful Money within one Fort-
night (meaning within two Weeks) from the Date of
the said Note and the said Margaret M says the said
Note was never Indorsed over or assigned to any
Person. Yet the said John tho often requested
hath never paid the same or any Part thereof
either to the said William in his lifetime or to

Brown the vid. Margaret since the Death of the vid
is William but wholly neglects to do it to the damage
Gilbert of the said Margaret fifteen Pounds lawful Money.
~~The Pelf appears by Caleb Strong Esq. his Att. of the 1st~~
~~the 3rd Term publicly called to come into Court~~
~~makes default of appearance here~~
The parties severally appear and on a Motion of the
Pelf agree that this Case be continued to the next
Term. Therefore it is considered by the Court that
the said Parties have Day here until the 1st Tuesday
of August next.

Bascom
Clark
No 73

Thomas Bascom of Western in the County of Worcester
Yeoman Suf is Matthew Clark of Pelham in the County
of Hampshire Yeoman Suf in a Plea of the Case
of that the said Matthew at Pelham on the thirteenth
Day of August in the Year of our Lord one thousand
seven hundred & eighty by his Note for value Received
promised the said Thomas to pay him or order the sum
of Two Pounds two Shillings in Lawful Silver Money
on demand with Lawful Interest for the same till paid
Yet the said Matthew tho often requested hath never
paid the same or any Part thereof but wholly neglects
& refuses to do so The Suf appears by Simon
Strong Esqr his Att of the Suf tho those Times called
to come into Court makes default of appearance here
Therefore it is considered by the Court that the said
Thomas do recover against the said Matthew two
Pounds three Shillings & eleven Pence of Lawful Money
Damages & Costs of Court taxed at one Pound twelve
Shillings & four Pence & thereupon

Charles Phelps of Hadley in the County of Hampshire
Gent^l Iff is Ezra Hood of Amherst in same County
of said Gent^l Iff is a Plea of the Case for that
the said Ezra at Hadley of on said on the first Day of
January in the Year of our Lord one thousand seven
Hundred & twenty seven by his Note for value received
promised the said Charles to pay him or order the
sum of five Pounds sixteen Shillings & four Pence lawful
Money on Demand with lawful Interest till paid
yet the said Ezra tho' often thereto requested ~~has~~
never paid the same or any Part thereof

Phelps
v
Rood

But neglects it to the Damage of the said Charles
ten Pounds lawful Money & The Plf appears by
Simons Strong Esq^r his Att^y & the Def^t the three
times publicly called to come into Court makes de
fault of appearance here & Therefore it is con
sidered by the Court that the said Charles do recover
against the said Ezra six Pounds twelve shillings &
six Pence of lawful Money Damages & Cost of
Court taxed at one Pound eleven shillings & two Pence
The Def^t by Ezra Rood his Att^y comes into Court &
appeals from the Judgement of this Court to the su
preme Judicial Court to be holden at Springfield
on the fourth Tuesday of September next & he re
cognizes with Sureties as the Law Directs for his prose
cuting said ~~Att^y~~^{appeal} with Effect as by ~~Recognition~~^{Recognition} on ~~Jurors~~^{Jurors} affia

Prescott
v

Allen

1875

Benjamin Prescott of Northampton in the County
of Hampshire Trader Plf v Solomon Allen of
Northampton in the County aforesaid Trader Def^t
in a Plea of the Case for that the said Solomon at
Northampton aforesaid of the fourteenth Day of Dec^r
in the year of our Lord one thousand seven hundred
and eighty two by his Note for value received prom
ised the said Benjⁿ to pay and deliver at his the said
Benjⁿ Store in Northampton aforesaid by the first
Day of February then next ensuing the Date of said
Note ten hundred Weight of good superfine Flour
with Interest for the same till paid & yet the
said Solomon altho requested & altho the said Benjⁿ
on the said first Day of February was at his Store in
Northampton aforesaid ready to receive said Flour
never delivered the Flour aforesaid nor hath he ever
paid the Interest aforesaid but neglects & refuses
to do it to the Damage of the said Benjⁿ fifty
Pounds of lawful Money & The Plf appears by
Strong Esq^r his Att^y & the Def^t the three Times called
to come into Court makes default of appearance
here & Therefore it is considered by the Court that
the said Benjamin do recover against the said
Solomon ten Pounds three shillings and six Pence
of lawful Money Damages & Cost of Court
taxed two Pounds three shillings & two Pence
of like Money & thereof &c.

Dukinson
9
Trobridge
No 76

Abner Dukinson of Whatiting in the County of
Hampshire Husbandman Plaintiff David Trobridge
of Amherst in the County of Hampshire aforesaid
Plaintiff Defendant in a Plea of Trespass on the Case for that
the said David at Amherst aforesaid on the twenty se-
cond Day of February in the Year of our Lord one thou-
sand seven hundred & twenty five by his Note for value
received promised promised the said Abner to pay him
or order nine Pounds two Shillings & seven Pence
lawful Money on demand with the lawful Interest for
the same sum till paid - Yet the said David tho
often thereto requested hath never paid the same to
the said Abner or any Part thereof but neglect it
to the Damage of the said Abner sixteen Pounds -
The Plea appears by Caleb Strong Esq^r his Att^y of the
Dept^o tho^o the a publicly called to come into Court
makes default of appearance here - Therefore it
is considered by the Court that the said Abner do
recover against the said David thirteen Pounds
eleven Shillings & three Pence of lawful Money
damages & Cost of Court taxed at one Pound thirteen
Shillings & one Penny - Where upon the Dept^o by John
C Williams Esq^r his Att^y comes into Court & appears
from the Judgement of this Court to the Supreme
Judicial Court to be holden at Springfield within &
for the County of Hampshire on the fourth Tuesday
of September next and he Recognizes with Sureties
as the Law directs for his prosecuting his said appeal
with Effect as by said Recognizance on File does
appear -

Haskell
Willbur
No 77

Jeremiah Haskell late of Worthington in the County
of Hampshire Yeoman Plaintiff Sedidiah Willbur of
Worthington aforesaid Yeoman Def^t in a Plea of Tres-
pass on the Case for that the said Sedidiah at Wor-
thington aforesaid on the Twentieth Day of November
in the Year of our Lord one thousand seven hundred
and eighty by his Note for value received promised
the said Jeremiah to pay him or order fifty Pounds by
the fifteenth Day of October then next with Interest
till paid to be paid in Wheat at four shillings per Bushel
or in three shillings or Indian Corn at two shillings

H. Bell
Wilbur

and six Pence or Money Equivalent and the said Jeremiah says that he was ready at the said Time of payment to receive the Contents of the said Note of the said Sedidiah - Also for that the said Sedidiah at Worthington aforesaid on the same twentieth Day of November by his other Note for value received promised the said Jeremiah to pay him forty Pounds lawful Money by the fifth and the Day of October in the Year of our Lord one thousand seven hundred & eighty two with interest till paid to be paid in Wheat at four Shillings per Bushel Rye at three shillings or Indian Corn at two Shillings & six Pence per Bushel or Money of equal value - and the said Jeremiah avers that he was ready at the Time of Payment to receive the Contents of the said Note of him the said Sedidiah - Yet the said Sedidiah tho' often thereto requested hath not paid the Contents of either of the said Notes to the Puf or any Part thereof but wholly neglects to do it to the Damage of the said Jeremiah one hundred & forty Pounds lawful Money - The Puf appears by Caleb Strong Esq^r his Att^y & the Def^t tho' three Times publicly called to come into Court makes default of appearance here - Therefore it is considered by the Court that the said Jeremiah do recover against the said Sedidiah eighty Pounds eleven Shillings & five Pence of lawful Money Damages and Cost of Court taxed at one Pound eighteen Shillings & two Pence of like Money - & thereof &c -

Mather
Alvord
1870

Timothy Mather of Northampton in the County of Hampshire Yeoman Puf is Joseph Alvord Jun^r of Barnardstown in the County aforesaid Husbandman Def^t in a Plea of Trespass on the Case for that the said Joseph at Northampton on the twenty fourth Day of January in the Year of our Lord one thousand seven hundred & eighty two by his Note for value received promised the said Timothy to pay him or order the Sum of five Pounds nine Shillings & three Pence in Silver on Demand with Interest till paid - Yet the said Joseph tho' often thereto requested hath never paid the same or any Part thereof but neglects to do it -

219

Mather to the Damage of the said Timothy eight
is Pounds lawful Money & The Juf appears by
Alword Caleb Strong Esq^r his Att^y & the Juf the three times
publicly called to come into Court makes default
of appearance here & Therefore it is considered
by the Court that the said Timothy does recover against
the said Joseph five Pounds seven shillings and
eleven Pence of lawful Money & Damages & Cost of
Court taxed at one Pound sixteen shillings of like
Money & of the resp^t & c & Exon^r 1st May 29 1703

Idem
Warner
N^o 79
Timothy Mather of Northampton in the County of Hamp-
shire Yeoman Juf is Dawning Warner of William-
burg in the County of Hampshire Yeoman Esq^r in
a Plea of Trypasp on the Case for that the said Daw-
ning at Northampton aforesaid on the nineteenth
Day of December in the Year of our Lord one thousand
seven hundred & eighty one by his Note for value
received promised promised the said Timothy to
pay him or order seven Pounds two shillings and
eleven Pence in Silver Money on demand with the
Interest till paid & Also for that whereas the said
Dawning at Northampton aforesaid on the 1st
Day of October in the Year of our Lord one thou-
sand seven hundred & eighty by his Note for value
received promised ^{one} ~~the said~~ ^{Caleb Strong} Timothy to pay him
or order three Pounds nineteen shillings & six Pence
in Silver Money at the Rate of six shillings & eight
pence p^{ce} Quarter on demand with Interest till paid
and afterwards to wit on the same nineteenth Day
of October at Northampton aforesaid the s^d Caleb
by his Indorsement on the back of the said Note
with his proper hand thereto subscribed ordered the
Contents of the said Note then wholly due & unpaid to
be paid to the said Timothy of which the s^d Dawning
there afterwards the same Day had Notice and thereby
became liable & chargeable to pay the Contents of the
said Note according to the Tenor & Effect thereof and the
Indorsement aforesaid to the said Timothy and being
so chargeable the said Dawning in Consideration thereof
of promised the said Timothy to pay him the

Mathen

4

Warren

Contents of the same Note according to the Tenor and
Effect thereof and the Indorsement aforesaid & yet
the said Downing tho often requested hath not paid
the Contents of either of said Notes or any Part of either
of them to the said Timothy but wholly neglects it
to the Damage of the said Timothy sixteen Pounds
The Parties severally appear & it is considered that
this Case be continued to the next Term no Appeal to
be allowed, it is also considered that said Parties have
Day here untill the last Tuesday of August next &

Permyng

1

Makepeace

N^o 80

Stephen Permyng of Simsbury in the County of
Hartford & State of Connecticut Yeoman Defendant vs Ellick
Makepeace of a Plantation called Murrayfield in
the County of Hampshire Gen^l D^l in a Plea of
Trespas on the Case for that the sd Ellick at West-
towick at Springfield aforesaid on the twenty se-
th Day of July in the Year of our Lord one thou-
sand seven hundred & ~~seven~~ eighty one by his Note
for value received promised the said Stephen to
pay him twenty two Spanish Milled Dollars or
the value thereof in Gold or Silver within two
Months from the Date of the sd Note with Inter-
till paid & yet the said Ellick tho often thereunto re-
quested hath not paid the Contents of the said Note
to the said Stephen or any Part thereof but wholly
neglects & refuses to do it to the Damage of the
said Stephen seven Pounds & The Parties sever-
ly appear & on a Motion of the D^l agree that
this Case be continued to the next Term. Judge-
ment then to be final & Therefore it is considered
by the Court that said Parties have Day here untill
the last Tuesday of August next &

Boyd

4

Walcott

N^o 81

William Boyd of Williamsburgh in the County
of Hampshire Yeoman Defendant vs John Walcott (ad-
vocate) of Southampton in the County aforesaid Husband
man D^l in a Plea of Trespas on the Case for that
for that the said John at Williamsburgh aforesaid
on the twenty fifth Day of December in the Year
of our Lord one thousand seven hundred eighty
two by his Note for value received promised the
said William to pay or deliver to him four

Boyd
is
Walton

220

Hundred Weight of good & Merchantable
Wheat Flour to be packed in good Casks & to
be delivered at his House (meaning at the dwelling
of the said William in Williamsburgh on or before
the twentieth Day of February then next ensuing mean-
ing to pay the Interest of the value of the same Flour
from the time of payment till paid and the said
William avers that good Merchantable Wheat Flour at
the Time of Payment of the said Note was, & since
hath been & now is of the value of twenty nine shil-
lings by the hundred weight to wit at Williamsburgh
aforesaid & the said William further avers that he
has always been ready to receive the said Flour of
the said John & yet the said John tho after the
to requested hath not paid the Contents of the
Note to the said William in Manner aforesaid or
any Part thereof or any way contented him therefor
but unjustly neglects to do it to the Damages of
the said William nine Pounds Lawful Money &
The Juf appears by Caleb Strong Esq^r & the Deft tho
three times called to come into Court makes de-
fault of appearance here & Therefore it is con-
sidered by the Court that the said William do re-
cover against the said John four Pounds one shil-
lings & two Pence of Lawful Money Damages & Cost
of Court taxed at one Pound twelve Shillings and
nine Pence of like Money & Whereupon the Deft
by Thos^r. Gold Gen^l his Atty comes into Court
and appeals from the Judgment of this Court to the
supreme Judicial Court to be holden at Spring-
field in and for the County of Hampshire on
the fourth Tuesday of September next & here
recognizes with sureties as the Law directs for his
prosecuting his said Appeal with Effect as by
said Recognizance on File does appear &

White

Belding
No 82

Joseph White of Southadley in the County of
Hampshire Trader Juf is Elisha Belding of Whately
in the County of Hampshire aforesaid Yeoman Deft
In a Plea of ~~Warrant~~ on the Case for that the said
Elisha at Whately aforesaid on the on the thirtieth Day
of June in the Year of our Lord one thousand se-
ven hundred & eighty one by his Note for value here
promised ~~the said Joseph~~ one Samuel Andrews to

White
- is
Belding

to pay him, or order the five Pounds & ten Shillings in Silver & Gold to be paid the first of September the next and with Interest till paid - and the said five Pounds ten Shillings or any Part thereof not paid by the said Samuel afterwards to wit the same Day & Year abovesaid at Springfield aforesaid indorsed the same Note with his own proper hand thereto subscribed & there appointed the Contents of the same Note to be paid to one Nathaniel Windslow for value received & the Contents of the same Note or any Part thereof not being paid - by the said Nathaniel Windslow afterwards to wit the same Day & Year abovementioned - at Springfield aforesaid Indorsed the same Note with his own proper hand thereto subscribed & thereby appointed the Contents of the same Note to be paid to the said Joseph White for value received whereof the said Elisha Belding afterwards to wit the same Day & Year abovesaid at Whately aforesaid had notice: And by reason of the Premises & by the force of the Statute in such Case made and provided the same Elisha was & became liable to pay to the said Joseph White the Contents of the same Note according to the Tenor thereof & so being thereto liable the same Elisha afterward to wit the same Day & Year aforesaid at Whately aforesaid in Consideration thereof Assumed on himself & to the said Joseph then & there faithfully promised to pay him the same Sum of Money according to the Tenor of the said Note - Yet the said Elisha tho' often thereto requested hath never paid the Contents of the said Note to the said Joseph or any Part thereof ~~to the~~ but neglects & refuses so to do to the Damage of the said Joseph eight Pounds lawful Money -

The Deft appears by Cal. Bethony Esq^r his att^y & the Deft tho' three times publicly called to come into Court makes default of appearance hence - Therefore it is considered by the Court that the said Joseph do recover against the said Elisha six Pounds ten Shillings & seven Pence of lawful Money Damages and Costs of Court taxed at one Pound eleven Shillings & two Pence - & thereafter Execⁿ is May 29th 1780
Jesse Warner late of a Place called the Ashuelor Equivalents adjoining to Pittsfield in the County of Berkshire Husbandman Def^t is Amasa Frost of Williamsburgh in the County of Hampshire Husbandman

Warner
- is
Joseph
No 83.

Warner
9
Deft in a Plea of Trespass on the Case for that
the said Amasa at Williamsburgh aforesaid on the
Twenty eighth Day of November in the Year of our Lord
one Thousand seven hundred and eighty by his Note
for value received ~~for value~~ promised the said Jesse
to pay him forty five Pounds lawful Money after the
Rate of Wheat at five shillings per Bushel within
two Years from the Date of the said Note with lawful
Interest till paid, and the said Jesse avers that when
at the time of the making the Note aforesaid was worth
since hath been & now is of the value of six Shillings
by the Bushel & yet the said Amasa tho often there
to requested hath never paid the Contents of the said
Note or any Part thereof but neglects it to the Damage
of the said Jesse eighty Pounds & The Deft appears
by Caleb Strong Esq^r his Att^r & the Deft tho thrice times
called to come into Court makes default of appear-
ance here & Therefore it is considered by the Court
that the said Jesse do recover against the said
Amasa sixty one Pounds nine Shillings & eight
Pence of lawful Money Damages & Cost of Court taxed
at one Pound fifteen Shillings & nine Pence &
The Deft by Abner Morgan Esq^r his Att^r comes here
and appeals from the Judgement of this Court to the
supreme Judicial Court to be holden at Spring-
field in & for the County of Hampshire on the
fourth Tuesday of September next & he recognizes
with sureties as the Law directs for his prosecuting
his said Appeal with Effect as by said recogni-
zance as aforesaid appears.

Nash
9
Bartlett
N^o 85
Toel Nath of Ludlow in the County of Hampshire
German Deft is Jonathan Bartlett of the same Lind
law aforesaid German Deft in a Plea of the Case for
that the said Jonathan at Ludlow aforesaid on the third
Day of October in the Year of our Lord one thousand seven
hundred & eighty one by his Note for value received pro-
mised the said Toel to deliver to him at the House of
Jabez Bissell in Springfield on or before the first Day of June
then next ensuing eight Pounds in Boards & Board
Staves at the common market price meaning that the
Boards & Staves should be estimated at the common mar-
ket price at the time of the delivery thereof as aforesaid.
yet the said Jonathan tho often there to requested hath

Nash
vs

Bastick

never paid the contents of the said Note or any way
fulfilled his promise but wholly neglected it to the Damage
of the said Joel fifteen Pounds. The Def appears by
John C. Williams Esq^r his Att^y & the Deft tho three times
publicly called to come into Court makes default of
appearance here. Therefore it is considered by the
Court that the said Joel do recover against the said Jonathan
eight Pounds eight shillings & nine Pence of Lawful Mo-
ney Damages & Cost of Court taxed at one Pound
five shillings & ten Pence. The Deft in his own
Person comes here & appeals from the Judgement of
this Court to the Supreme Judicial Court to be holden
at Springfield in & for the County of Hampshire on
the fourth Tuesday of September next & he recognizes
with sureties as the Law directs for his prosecuting said
appeal with Effect as by said Recognizance on File
does appear.

Moor
vs.

Page

8306

Edward Moor of Windsor in the County of Hartford
and State of Connecticut Husbandman; P^r is Abraham
Page of Southwick in the County of Hampshire Geo-
man Deft in a Plea of the Case for that the said Page
at Windsor to wit Springfield on the twenty seventh
Day of November in the Year of our Lord one thousand
seven hundred and seventy eight by his Note for value
received promised the said Moor to pay him fifty
five Pounds & two shillings lawful Money on demand
with the lawful Interest for the same till paid.
Yet the said Page tho often thereto requested hath
paid the same or any part thereof but utterly ne-
glected to do it to the Damage of the said Moor
fifteen Pounds. The P^r appears by John C. Williams
Esq^r his Att^y & the Deft tho three Times called
to come into Court makes default of appearance here.
Therefore it is considered by the Court that the
Moor do recover against the said Page six Pounds &
ten shillings of Lawful Money Damages & Cost of Court
taxed at one Pound six shillings & ten Pence.
The Deft by John Phelps Gen^l his Att^y comes into Court
and appeals from the Judgement of this Court to the
supreme Judicial Court to be holden at Springfield
in & for the County of Hampshire on the fourth
Tuesday of September next and he recognizes
with sureties as the Law directs for his
prosecuting his said appeal with Effect as by said
Recognizance on File does appear.

222

Plumley Alexander Plumley of Weatherfield in the County
of Hartford & State of Connecticut Yeoman
Ely vs John Ely of West Springfield in the County
of Hampshire Yeoman Deft in a Plea of the Case
No 87 - for that the said Alexander at Springfield aforesaid
on the twentieth Day of February in the Year of our
Lord one thousand seven hundred & eighty three was
possessed of twenty six white Pine Logs the property
of the said Alexander; and being thereof possessed
as aforesaid, afterwards to wit on the twentieth Day of
March in the Year of our Lord one thousand seven
hundred & eighty three the same Logs, by means un-
known to the said Alexander out of his Possession
casually went & were lost & into the Possession of the
said John came by finding - Yet the said John
tho specially thereto requested on the eleventh Day
of April Instant hath never returned the said Logs
or any of them to the possession of the said Alexander
but did then & there on the eleventh Day of April a
foresaid convert the said Logs to his the said John's
own use to the Damage of the said Alexander twenty
Pounds lawful Money - The Parties severally appear
and agree that this Action be continued to the next
Term - Therefore it is considered by the Court that
the said Parties have Day here until the last Tues-
day of August next -

Idem
4
Taylor vs Alexander Plumley of Weatherfield in the County of
Hartford & State of Connecticut Yeoman Plf vs Oliver
Taylor of South Hadley in the County of Hamp-
shire Yeoman Deft In a Plea of the Case for that
No 88 - the said Alexander at South Hadley aforesaid on the
first Day of February in the Year of our Lord one
thousand seven hundred & eighty was possessed of one
hundred & fifty white pine Logs the Property of the
said Alexander And being so thereof possessed, the
same Logs afterwards by means unknown to the said
Alexander out of his possession casually went &
were lost and into ^{the} Possession of the said Oliver came
by finding - Yet the said Oliver hath never re-
stored or delivered the said Logs or any one of them
to the said Alexander, but hath ever utterly refused it
altho often thereto requested - But afterwards to wit at

Plumley South Hadley aforesaid on the first Day of May in
the year of our Lord one thousand seven hundred an.
eighty two conveyed the same Log to his the said
Olivers own use to the Damage of the said Alvan
der one hundred Pounds Lawful Money & The
Parties severally appear & agree that this case be
continued to the next Term & Therefore it is conse
dered by the Court that the said Parties have Day to
untill the last Tuesday of August next &

Dwight Jonathan Dwight of Springfield in the County of Ham
shire Merchant Plaintiff is Abner Fowler of Southwick in
the County aforesaid Gent^l Defendant in a Plea of the Case
for that the said Abner at Springfield aforesaid on
the first Day of April in the year of our Lord one
thousand seven hundred & eighty three being
justly indebted to the said Jonathan in the Sum
of nine Pounds five Shillings & three Pence &
three Farthings Lawfull Money according to
the account hereto annexed in consideration that
of promised the said Jonathan to pay him the
same on demand & yet the said ~~Jonathan~~ Abner
tho after thereto requested hath never perform
ed his promise aforesaid but neglects & refuses to
do it to the Damage of the said Jonathan twelve
Pounds & The Plaintiff appears by John S. Williams
Esq^r his Att^y & the Defendant tho three times called to com
into Court makes default of appearance here &
Therefore it is considered by the Court that
the said Jonathan do recover against the said
the said Abner nine Pounds ~~three~~ five Shilling
three Pence & three Farthings of Lawful Money
Damages & Cost of Court taxed at one Pound three
Shilling & two Pence & thereof &c. &c. is May 27th 1780

Idem Jonathan Dwight of Springfield in the County
of Hampshire Merchant Plaintiff is Abner Chapin 2^d
of Woburn in the County aforesaid Yeoman
Def^t in a Plea of the Case for that the said Abner
at Springfield aforesaid on the twenty seventh
Day of November in the year of our Lord one
thousand seven hundred & seventy three by his
Note for value received promised the said Jon^a
to pay him or order the full & just sum of

Sam^y
Chapin

two Pounds fifteen Shillings nine Pence two farthings
lawful Money on demand with lawful Interest
for the same till paid & yet the said Abner tho often
thereto requested hath never performed his promise or
in any wise satisfied the said Jonathan but neglected to do
it to the Damage of the said Jonathan the sum of
six Pounds lawful Money & The Def appears by John
Gustis William Esq^r his Atty & the Def tho three
times called to come into Court makes default of appear-
ance here & Therefore it is considered by the Court
that the said Jonathan do recover against the said Abner
three Pounds twelve Shillings & two Pence of lawful
Money Damages & Costs of Court taxed at one Pound three
Shillings & two Pence & thereof &c. Dec^r is May 27 1783

Shearer
Marshall
N^o 91

John Shearer Jun^r of Palmer in the County of Hamp-
shire Yeoman Def^r is Josiah Marshall of Shutesbury
in the County aforesaid Yeoman Pl^r in a Plea
of the Case for that the said Josiah at Colrain in the
County aforesaid on the twenty seventh Day of May
in the Year of our Lord one thousand seven hundred
and eighty two by his Note for value received promise
d one Thomas Bell of Colrain aforesaid Gent^lman
to pay & deliver to him or his at Colrain aforesaid
within three Month ensuing the Date of said of Note
seventeen Pounds worth of good New England Rum
and Sack at the Market Price at the Time of the de-
livery of the said Rum & Sack - and if said Rum &
Sack not delivered as aforesaid then the said Josiah
promised to pay to the said Thomas or his order the
aforesaid sum of seventeen Pounds in Silver or Gold
with the Interest thereon from the Date of the said
Note untill paid: And the said John in fact saith
that the said Josiah did not deliver the said Rum &
Sack as aforesaid altho demanded & altho the said Tho^r
for more than three Month next ensuing the Date of
said Note stood ready to receive the same & And that
afterwards to wit on the fifth Day of March last past
at Colrain aforesaid the Note aforesaid being then
wholly unpaid & unsatisfied the said Thomas ^{as} by his
Indorsement on the back of the said Note with his
own hand writing ordered the said Josiah to pay
the Contents of the said Note to the said John

Shearer J^r
Marshall

whereof the said Josiah afterwards to wit on the
aforesaid first Day of March at said Colrain had
notice and in Consideration of said order and
there promised the said John to pay him the
aforesaid Sum of Twenty five Pounds with the
interest as aforesaid on demand, yet the
said Josiah tho' often demanded hath never per-
formed his Promise aforesaid to the said John
but neglects to do so to the Damage of the
John the Sum of Twenty five Pounds. The
Puf appears by John Chester Williams Esq^r his
Att^r & the Def^t tho' three times called to come
into Court makes default of Appearance here.
Therefore it is considered by the Court that
John do recover against the said Josiah twenty
Pounds seven shillings & seven Pence of lawful
Money Damages & Cost of Court taxed at one Pound
eight shillings & ten Pence like Money
and the Def^t by Simon Thon Esq^r his
Att^r comes into Court & appeals from
the Judgement of this Court to be holden at
Springfield in & for the County of Hampshire on
the fourth Tuesday of September next & he re-
cognizes with surties as the Law directs for his
prosecuting said appeal with Effus as by said
Magnificence on File doth appear.

Sackch
Buck
N^o 92

Lavan Sacket of Norwich in the County of
Hampshire Yeoman Puf is Samuel Buck of
Worthington in the County aforesaid Gen^l Def^r
in a Plea of the Case for that the said Samuel
Worthington aforesaid on the ~~or~~ twenty third
Day of February in the Year of our Lord on thou-
sand seven hundred & eighty three by his Note
for value received promised the said Lavan
to pay him twenty eight Pounds seven shil-
lings & seven Pence lawful Money on Demand
with lawful Interest for the same till paid: yet
the said Samuel tho' often thereto requested hath
never performed his promise but neglects to
the Damage of the said Lavan forty Pounds
The Puf appears by John & Williams Esq^r his Att^r
and the Def^t tho' three times called to come into
Court make default of appearance here.

Sack
v
Buck

224
Therefore it is considered by the Court that
the said Lavander owes against the said
Samuel twenty nine Pounds four Shillings & nine
Pence of Lawful Money & Cost of Court taxed at one
Pound Eleven Shillings & nine Pence. Thereupon the
Deft by Caleb Strong Esq. his ATT comes into Court
and appeals from the Judgement of this Court to the
Supreme Judicial Court to be holden at Spring
field in & for the County of Hampshire on the
fourth Tuesday of September next & he recogni-
zes with sureties as the Law directs for his pro-
secuting said Appeal with Effort as by said
Recognizance on File does appear.

Merrills vs
Gaylord
No 93

Daniel Merrill & George Merrill both of Hart-
ford in the County of Hartford & State of Connecti-
cut Merchants Pups is Eliphalet Gaylord of
South Hadley in the County of Hampshire Ye-
oman Deft in a Plea of the Case for that that the
said Eliphalet at Hartford aforesaid to wit in
the County of Hampshire aforesaid on the first
Day of April in the Year of our Lord one thousand
seven hundred & seventy five by his Note for va-
lue received promised the said Daniel & George
to pay them Eleven Pounds eight Shillings & ten
Pence Lawful Money within two Months from
the Date of said Note with Interest for the same
till paid. Yet the said Eliphalet tho the time
of payment hath long since elapsed & tho often
thereto requested hath never performed his pro-
mise aforesaid but neglects it to the Damage of
the said Daniel & George the Sum of twenty
Pounds. The Puf appears by John C. Williams
Esq. his ATT & the Deft tho three times called to
come into Court makes default of appearance
here. Therefore it is considered by the Court
that the Puf do recover against the said Eliphalet
twelve Pounds sixteen Shillings & eight Pence of
Lawful Money Damages & Cost of Court taxed at
one Pound seven Shillings & two Pence & there of &c.
Exon. 21 May 27th 1783.

Eaton
v
Peterson
No 94

Samuel Eaton of Ware in the County of Hampshire
Cardwainer Puf is Joel Peterson of the same Ware
Widow Deft in a Plea of the Case for that the said

Eaton
Peterson
N^o 94

Said at Ware of record on the eleventh Day of June in the Year of our Lord one thousand seven Hundred & eighty two by his Note for value received promised the said Samuel to pay him thirty Spanish milled Dollars (of the value of nine Pounds lawful Money) or sixty seven Bushels of Indian Corn or fifty four Bushels of Rye to be paid by the first Day of December then next - meaning with Interest till paid - Yet the said Sall tho often there to requested has not paid the same but neglects to do so to the Damage of the said Samuel sixteen Pounds lawful Money - The Puf appears by David Foster Esq^r his Att^r & the Def^r tho three times called to come into Court makes default of appearance here - Therefore it is considered by the Court that the said Samuel do recover against the S^d Sall nine Pounds & four Shillings of lawful Money Damages & Cost of Court taxed at one Pound sixteen Shillings & four Pence - Wherefore the said Sall by Abner Morgan Esq^r her Att^r comes into Court & appeals from the Judgement of this Court to the Supreme Judicial Court to be holden at Springfield in and for the County of Hampshire on the fourth Tuesday of September next & she recognizes with sureties as the Law directs for her prosecuting her said Appeal with Effort as by said Recognizance on File does appear -

Peterson
Bellows
N^o 95

Solomon Peterson of Ware in the County of Hampshire Yeoman Puf is Jonathan Bilt^{son} of Brookfield in the County of Worcester Husbandman Def^r is a Deb^t of the Cost for that the said ~~Jonathan~~ ^{Cost} at Brookfield aforesaid to wit at Springfield on the twenty seventh Day of April in the Year of our Lord one thousand seven hundred and eighty two by his Note for value received promised the one John Conney to pay him or order nine Pounds eleven Shillings Silver Money on Demand with Interest till paid and the said John Conney there to wit at Springfield aforesaid on the same Day & Year last ~~by~~ above said by his Indorsement on the same Note for value received ~~ordered~~ the Contents of said Note due & unpaid to be paid to be paid to the Pufs aforesaid of which the said Jonathan there had notice by reason of the Premises being liable then & there in Consideration thereof promised the said Puf to pay him the Contents of the said according to the Tenor thereof - Yet the the said

Jotham the often thereto requested hath never
 paid the same but neglects to do it to the Damage
 of the said Solomon Ten Pounds Lawful Money
 The P^{ty} appears by ^{Dwight} George Foster Esq^r his Att^y & the Deft^r
 the three Times called to come into Court makes default
 of appearance here Therefore it is considered
 by the Court that the said Solomon do recover against
 the said Jotham five Pounds four Shillings & a Penny
 of Lawful Money Damages & Cost of said taxed at one
 Pound & sixteen Shillings of like Money
 The said Jotham by Abner Morgan Esq^r his Att^y comes
 into Court & appeals from the Judgment of this Court
 to the supreme Judicial Court to be holden at Spring
 field within and for the County of Hampshire on
 the fourth Tuesday of September next & he recogni
 zes with sureties as the Law directs for his prosecuting
 his said Appeal with Effub as by said Recognizance
 on File does appear

Haxson
 as
 Coney
 No 96
 Elkanah Mixon of Ware in the County of Hamp
 shire Yeoman P^{ty} is Ephraim Coney of Boston
 in the County of Suffolk Esq^r in a Plea of the
 Case for that the said Ephraim at Springfield on the
 first Day of December in the Year of our Lord one
 thousand seven hundred & eighty two by his Note
 for value received promised one Samuel Sherman
 Jun^r to pay him or order two pounds Lawful Money
 in three months from the Date of said Note with In
 terest till paid and the said Samuel there after
 wards on the third Day of March seven hundred
 and eighty three by his Indorsement ^{on the same} ~~for value~~
 for value received ordered the Contents of the said
 Note then due & unpaid to be paid to the P^{ty} on his
 order of which the said Ephraim then & there
 had notice and by reason of the Premises being
 liable thing there is consideration thereof promi
 sed the P^{ty} to pay him the Contents of said note
 ing to the Tenor thereof & yet the said Ephraim
 the often requested has never paid the same but neglects
 to do it to the Damage of the said Elkanah six
 Pounds The P^{ty} appears by ^{Dwight} George Foster Esq^r
 his Att^y & the Deft^r the three Times called to come
 into Court makes default of appearance here
 Therefore it is considered by the Court that the P^{ty} do
 recover against the Deft^r two Pounds one Shilling & one
 Penny Damages & Cost of Court taxed at £ 2:2:4
 and there &c
 Exors of May 26 1783

Bridgman
Smith
No 97

James Bridgman of Boston in the County of Suffolk Esq^r vs Lemuel Smith of Ware in the County of Hampshire Yeoman Dyk in a Plea of Case for that the said Lemuel Smith on the Twentieth Day of June in the Year of our Lord one thousand seven hundred & eighty two by his Note for value received promised the said James to pay him on order nine Pounds four shillings & eight Pence lawful silver Money on Demand with Interest from the first Day of June till paid & yet the said Lemuel tho^t after thereto requested hath never paid the same but neglects to do so to the Damage of the said James sixteen Pounds & The Dyk appears by Dwight Barker Esq^r his Att^y and the Dyk tho^t three times called to come into Court makes default of appearance here & Therefore it is considered by the Court that the said James do recover against the Lemuel nine Pounds fifteen shillings & five Pence of lawful Money Damages and Cost of Court taxed at £2:15:2 & there of fees & The Dyk ~~tho~~ ~~there~~ by Abner Morgan Esq^r his Att^y comes into Court & appeals from the Judgement of this Court to the supreme Judicial Court to be holden at Springfield in and for the County of Hampshire on the fourth Tuesday of September next & he recognizes with Sureties as the Law directs for his prosecuting his said Appeal with Effect as by said Recognizance on File does appear

Keyes vs
Shaw vs
No 98

John Keyes of Windham in the County of Windham and State of Connecticut Esq^r vs John Shaw Jun^r of Brookfield in the County of Worcester Yeoman Dyk in a Plea of the Case for that the said Shaw at Ashford to wit at Springfield on the Tenth Day of June in the Year of our Lord one thousand seven hundred & seventy four by his Note for value received promised the said Shaw to pay him five Pounds lawful Money on Demand with lawful Interest for the same till paid & yet the said John tho^t after requested hath never paid the same but neglects to do so to the Damage of the said John Keyes the sum of ten Pounds lawful Money & The Parties severally appear & on a motion of the Dyk agree to have this Case continued because a material Witness is absent & Therefore it is considered by the Court that said Parties have Day here until the last Tuesday of August next

226

Lathrop Seth Lathrop of Providence in the County of
Providence & State of Rhode Island & Providence
Burlinggam Plantation Merchant Puf is Christopher Burlinggam
No 99 Rutland in the County of Worcester Hatten Esq
in a Plea of the Case for that the said Christopher
of Providence aforesaid to wit at Springfield on the
twenty fifth Day of November in the Year of our
Lord one thousand seven hundred and eighty one by his
Note for value received promised the said Seth to
pay him or order the sum of ten Pounds thirteen
shillings & four Pence in specie (meaning lawful silver
or Gold) on demand and Interest till paid & yet
the Debt tho often requested has never paid the same
but neglects to do it to the Damage of the said Seth
sixteen Pounds & The Puf appears by Dwight Foster
Esq his Att & the Debt tho three times called to come
into Court makes default of appearance &
Therefore it is considered by the Court that the
said Seth do recover against the said Debt eleven
Pounds twelve shillings & four Pence of lawful Money
Damages & Cost of Court taxed at £1. 15. 6 & ~~therefore~~
The Debt by Caleb Strong Esq his Att comes into Court
and appeals from the Judgement of this Court to the
supreme Judicial Court to be holden at Springfield
in and for the County of Hampshire on the fourth
Tuesday of September next & he recognizes with
Sureties as the Law directs for his prosecuting his said
Appeal with Efforts as by said Recognizance on File
dore appears &

Foster Stephen Foster of Brookfield in the County of
Smith Essex Trader Puf is Noah Smith of Hadley in the
No 100 County of Hampshire Georson alias Gentleman Esq
in a Plea of the Case for that the said Noah at
Hadley aforesaid on the second Day of August in
the Year of our Lord one thousand seven hundred
and eighty one by his Note for value received pro
mised the Puf to pay him or order one hundred &
seventy nine & a half of Spanish Milled Dollars for which
the Puf avers to be of the value of fifty three Pounds
and seven shillings lawful silver Money to be paid
in two Months (meaning from the Date of said Note)
with interest till paid & yet the said Noah tho
often requested hath never paid the same but wholly
neglects it to Damage of the said Stephen sixty Pounds &

Foster
Smith

Lyon
Church
No 101

The Parties severally appear & on a Motion of the Def^t agreed to have this Case continued to the next Term. Therefore it is considered by the Court that said Parties have Day here untill the last Tuesday of Aug^r next. William Lyon of Woodstock in the County of Windham & State of Connecticut Gen^l P^r is Richard Church of Hardwick in the County of Worcester Yeoman Def^t in a Plea of the Case for that the said Richard at Woodstock aforesaid to wit at Springfield on the fourth Day of Feb^r in the Year of our Lord one thousand seven hundred & seventy four by his Note for value received promised one Stephen Fay to pay him or order forty eight Pounds & eight shillings lawful Money on Demand with Interest till paid & the said Stephen Fay there afterwards on the same Day by his Indorsement on said Note for value received ordered the Contents of the said Note then due & unpaid to be paid to the P^r whereof the said Richard then had due Notice & thereupon became chargeable to pay said Contents to the P^r on Demand and then & there in consideration thereof promised the P^r to pay him said Contents accordingly & yet the said Richard tho often requested hath not paid the same but neglects it to the Damage of the said William the sum of eighty Pounds. The P^r appears by Abner Morgan Esq^r his Att^y & the Def^t tho three times publicly called to come into Court make due fault of appearance here. Therefore it is considered by the Court that the said William do recover against the said Richard seventy five Pounds five shillings & two Pence of Lawful Money Damages & Cost of Court taxed at two Pounds one shilling & two Pence and there of &c. Exon^r fi. May 26. 1778.

Idem
Curtis
No 102

William Lyon of Woodstock in the County of Windham and State of Connecticut Gen^l P^r is Edward Curtis of Hardwick in the County of Worcester Yeoman Def^t in a Plea of the Case for that whereas the said Edward at Hardwick to wit at Springfield on the eleventh Day of August in the Year of our Lord one thousand seven hundred & seventy three by his Note for value received promised one Stephen Fay to pay him or order two Pounds & two Pence lawful Money on demand with Interest till paid: and the said Stephen Fay there afterwards on the same Day by his Indorsement on said Note for value received ordered the Contents of the said Note then unpaid to be paid to the P^r

Lyon
Curtis

Whereof the said Edward had due Notice & thereupon become chargeable to pay said contents to the Plaintiff on demand and then & there in consideration thereof promised the Plaintiff to pay him said contents accordingly. Yet the said Edward tho often requested hath never paid the same or any Part thereof but neglects it to the Damage of the said William ten Pounds & the Plaintiff appears by Abner Morgan Esq^r his Att^r & the Def^t tho three times called to come into Court makes default of appearance here & therefore it is considered by the Court that the said William do recover against the said Edward three Pounds three Shillings & nine Pence of Lawful Money Damages & Cost of Court taxed at two Pounds one shilling and ten Pence & thereof &c &c Exon j^r May 26 1783

Smith
Parkhurst
N^o 103

James Smith Jun^r of Palmer in the County of Hamp^{shire} where Yeoman Plaintiff is Parkhurst of Brookfield in the County of Worcester Husbandman Def^t in a Plea of the Case for that the said William at Palmer forced on the twenty third Day of September, seventeen hundred & eighty two by his Note for value received promise the said James to pay him or order fifteen Pounds within three Month after the Date with Interest till paid & yet the said William tho often thereto requested hath never paid the same but neglects it to the Damage of the said James thirty Pounds & the Plaintiff appears by ~~Dwight~~ Abner Morgan Esq^r his Att^r & the Def^t tho three times called to come into Court makes default of Appearance here & therefore it is considered by the Court that the said James do recover against the said William fifteen Pounds twelve Shillings of Lawful Money Damages and Cost of Court taxed at one Pound twelve shillings & Whereupon the said William by Dwight Foster Esq^r his Att^r comes into Court & appeals from the Judgement of this Court to the supreme Judicial Court to be holden at Springfield in & for the County of Hampshire on the fourth Tuesday of September next & here recognizes with Sureties as the Law directs for his prosecuting said appeal with Effort as by said Recognizance on File does appear

Burr Jun^r
Badger
N^o 104

Timothy Burr Jun^r of Menfion in the County of Hamp^{shire} where Yeoman Plaintiff is Elisha Badger of South Brimfield in the County of Hampshire Yeoman Def^t in a Plea of the Case for that the said Elisha at said South Brimfield on the twentieth Day of May

Burr
Badger

swentun hundred & eighty two by his Note for value received promised the said Timothy to pay him throu Pounds lawful Money on or before the first Day of May next / meaning next after the Date of said Note with Interest till paid: Yet the said Elisha tho often request ed hath not paid the same but neglects to do it to the Damage of the said Timothy ten Pounds. The Plf appears by Abner Morgan Esq^r his Att^y & the Def^t tho three times called to come into Court makes default of Appearance here. Therefore it is considered by the Court that the said Timothy do recover against the said Elisha three Pounds three shillings and seven Pence of lawful Money Damages & Cost of Court taxed at one Pound eleven shillings & ten Pence and thereof &c. Exon^r in May 26 1703

Keyes
Trask
N^o 105

Stephen Keyes of Hartford in the County of Hartford & State of Connecticut qⁱⁿ Plf is Daniel Trask of Monson in the County of Hampshire Labourer Def^t in a Plea of the Case for that the said Daniel at Monson afores^d on the first Day of August swentun Hundred & seventy four by his Note for value received promised the said Stephen to pay him or order eight Pounds three shillings lawful Money in twelve Month from the Date of the aboves^d Note with Interest till paid. Yet the said Daniel tho often thereto requested hath never paid the same but neglects it to the Damage of the said Stephen twenty Pounds. The Plf appears by Abner Morgan Esq^r his Att^y & the Def^t tho three times called to come into Court make default of appearance here. Therefore it is considered by the Court that the said Stephen do recover against the said Daniel twelve Pounds eight shillings and five Pence of lawful Money Damages & Cost of Court taxed at one Pound ten shillings & six Pence & thereof &c. Exon^r in May 26 1703

Lyon
Inhabitants
South Brimfield
N^o 106

Alfred Lyon of South Brimfield in the County of Hampshire qⁱⁿ Plf is the Inhabitants of South Brimfield aforesaid Def^t is a Plea of the Case for that the said Inhabitants at South Brimfield on the sixten Day of August swentun hundred & eighty two were justly indebted to the said Alfred in the sum of swent^y Pounds fifteen shillings for three thousand six hundred weight of Buf sold & delivered to the said Inhabitants before that Time by the said Alfred at the special instance & request of the said Inhabitants and being so Indebted the said Inhabitants then & there

Lyon
Inhabit
J^o Brimf

in Consideration thereof undertook & faithfully
promised the said Alfred to pay him the same
Sum on Demand & also for that the said Inhabitants of
terwards to wit on the same sixteenth Day of August a
fores^d at South Brimfield afores^d were justly Indebted
to the said Alfred in one other Sum of Twenty twenty
Pounds for so much Money by the said Alfred before
that time paid, laid out & expended for the said Inhabitants
and at this special Instance & Request & being in indubi
ed they the said Inhabitants in consideration thereof
undertook & then & there faithfully promised the said
Alfred to pay him the said Sum of Money last men
tioned on demand & yet the said Inhabitants tho^o often
requested have never paid the same but neglect in to
the Damage of the said Alfred one hundred & fifty
Pounds & The Puf appears by Abner Morgan Esq^r his
Att^y & the Def^t tho^o three times called to come into
Court make default of appearance here & Therefore
it is considered by the Court that the Puf do recover
against the Def^t one hundred thirty three pounds & two shillings of
lawful Money Damages & Cost of Court taxed at one
Pound fourteen Shillings & one Penny & After all which
the said Inhabitants by Dwight Foster Esq^r their Att^y
come into Court & appeals from the Judgment of
this Court to the supreme Judicial Court to be hold
den at Springfield in and for the County of Hamp
shire on the fourth Tuesday of September next & they
recognize with sureties as the Law directs for their
prosecuting their Appeal with Effort as by said re
cognizance on File does appear

£133ⁿ 2^d 0

More
Badger
N^o 107

Thomas More of Union^m the County of Windham &
State of Connecticut Yeoman Puf is Elisha Badger
of South Brimfield in the County of Hampshire
Yeoman Def^t in a Plea of the Case for that the said
Elisha at South Brimfield afores^d on the sixth Day
of July seventeen hundred & eighty one by his Note
for value received promised the said Thomas to pay
him six Pounds lawful Money in sixth Month from
the Date hereof with Interest till paid & yet the
Elisha tho^o often requested hath not paid the same
but neglects in to the Damage of the said Thomas two
Pounds & The Puf appears by Abner Morgan Esq^r his
Att^y & the Def^t tho^o three times called to come into
Court make default of appearance here & Therefore
it is considered by the Court that the Puf do recover against
the Def^t six Pounds seven shillings & nine Pence Damages
and Cost of Court taxed at £1ⁿ 17ⁿ 10ⁿ & there of &
2^d in May 26 1788

Morgan Esq^r Abner Morgan of Brimfield in the County of
Hampshire Esq^r vs Juf^r William Sherer of Granville
Sherer
N^o 108 ~ Plea of the Case for that ~~is~~ the said William at said
Brimfield on the eleventh Day of Feb^r last par-
by his Note for value received promised the said
Abner to pay him three Pounds eightan shillings
and five Pence silver Money on demand with In-
terest till paid: Yet the said William tho^t often
thereto requested hath never paid the same but ne-
glects it to the damage of the said Abner ten Pounds
The Def^r appears in his own Person & the Def^r tho^t thr^e
called to come into Court makes default of appear-
ance here ~ Therefore it is considered by the Court
that the said Abner do recover against the said
William three Pounds nineteen shillings & eleven
Pence of lawful Money Damages & Cost of Court
taxed at one Pound & fourten shillings ~ After
all which the Def^r by John Chester William Esq^r his
Att^r comes into Court & appeals from the Judgement
of this Court to the supreme Judicial Court to be
holden at Springfield in and for the County of
Hampshire on the fourth Tuesday of September next,
and he recognizes with sureties as the Law directs
for his prosecuting said Appeal with Effect as by
recognizance on File dose appear ~

Belknap Thomas Belknap of South Brimfield in the County
of Hampshire Yeoman vs Juf^r James Thompson of
Brimfield in our County of Hampshire Yeoman Def^r
N^o 109 ~ in a Plea of the Case for that the said James at h^{is}
Brimfield on the tenth Day of March swintan hun-
dred & sixty eight by his Note for value received
promised ~~the said~~ one Jonathan Thompson to pay him
or order the sum of three Pounds ten shillings and
five Pence in demand with Interest ~~at~~ till paid
and the said Jon^s Thompson then afterwards on
the same Day by his Indorsement on said Note
for value received ordered the contents then unpaid
to be paid to the Def^r whereof the said James had
due Notice & thereupon became chargeable to pay
said Contents to the Def^r on demand & then & there
in consideration thereof promised the said Thom^s
to pay him said Contents accordingly ~ Yet the
said James tho^t often requested hath not paid
to the said Thomas said Contents but neglects
to the Damage of the said Thom^s ten Pounds ~

The Jus appears by Abner Morgan Esq^r his att^y & the Def^t tho three times called to come into Court makes default of appearance here & therefore it is considered by the Court that the said Thomas do recover against the James six Pounds ten shillings & seven Pence of lawful Money Damages & Cost of Court taxed at one Pound four ten shillings & one Penny & other of &c

Exon 1st May 26 1783

Merrick
Sison
N^o 110

Jos Merrick of W^{il}braham in our County of Hampshire Yeoman P^lef^r Nathan Sison of W^{il}braham aforesaid Coramain^r Def^t in a Plea of the Case for that the said Nathan at said W^{il}braham on the twenty eighth Day of May seven ten hundred & eighty two by his Note for value received promised the said Jose to pay him or order one Pound ten shillings to be paid in good Merchantable Wheat at four shillings per Bu^{sh}el (meaning to deliver to the said Joseph Bushels of Wheat of the value of four Pounds) to be delivered at his House at or before the fifthth Day of January next (meaning next after the Date of said Note) with lawful Interest to be paid at the same rate in Wheat till paid & yet the said Nathan tho often requested hath not paid the Content of the ^d Note but neglects it to the Damage of the said Jose ten Pounds

The Jus appears by Abner Morgan Esq^r his att^y and the Def^t tho three times called to come into Court makes default of appearance here & therefore it is considered by the Court that ^d Parties have Day here untill last Tuesday of August next

Brackenridge
Gray
N^o 111

William Brackenridge of Ware in the County of Hampshire Gen^l P^lef^r Joseph Gray of the same Ware aforesaid Yeoman Def^t in a Plea of the Case for that the said Joseph at said Ware on the twenty ninth Day of July seven ten hundred and twenty one by his Note for value received promised the said William to pay him to pay him or order five Pounds ten shillings in one Year after date (meaning after the date of said Note) with Interest till paid: yet the said William tho often requested hath never paid the same but neglects it to the Damage of the said William twenty Pounds

The Jus appears by Abner Morgan Esq^r his att^y and the Def^t tho three times called to come into

Court makes default of appearance here -
Therefore it is considered by the Court that the
said William do recover against the said Joseph
nine Pounds & nine Pence of lawful Money Dam-
ages & Cost of Suit taxed at one Pound eleven shil-
lings & ten Pence - & thereof &c. Exon^d May 26th 1702

Jamie
vs
Kaa
N^o 112

Josiah Jamie of Palmer in the County of Hamp-
shire Yeoman vs William Kaa of Greenwich in
the County aforesaid Yeoman Deft in a Plea of the
Case for that the said William at St. Greenwich on
the fourth Day of April seventeen hundred &
eighty two by his Note for value received prom-
ised the said Josiah to pay him eight Pounds
fifteen shillings by the last of May next, meaning
by the last Day of May after the Date of said Note)
with Interest till paid - Yet the said William tho
often thereto requested hath never paid the same
but neglects to do it to the Damage of the said
Josiah twenty Pounds - The Pl^y appears by Abner
Morgan Esq^r his Att^y & the Deft tho three times called
to come into Court makes default of appearance
here - Therefore it is considered by the Court that
the said Josiah do recover against the said William
nine Pounds six shillings & four Pence of lawful Mo-
ney Damages & Cost of Court taxed at one Pound
eleven shillings & six Pence & thereof &c. -
Exon^d May 26th 1702

Dodge
vs
Hodges
N^o 113

Daniel Dodge of Palmer in the County of Hampshire
Innholder vs David Hodges of South Brimfield
in the County of Hampshire aforesaid Yeoman
Deft in a Plea of the Case for that the said David
at said South Brimfield on the fifth Day of Jan-
seventeen hundred & eighty two by his Note for
value received promised the said Daniel to pay him
thirty four Bushels of Rye of the value of twelve
Pounds to be paid the fifth Day of December next
(meaning next after the Date of said Note) said Rye
to be delivered at his House in Palmer (meaning
at the said Daniels dwelling house in Palmer - Yet the
said tho often requested has never paid or delivered
the said Rye to the said Daniel or any Part thereof but
neglects it to the Damage of the said Daniel twenty
Pounds - ~~The Pl^y appears by Abner Morgan Esq^r his Att^y~~
~~and the Deft tho three times called to come into Court~~
~~makes default of appearance here -~~

The Parties severally appear & agree that this case
be continued to the next Term & Therefore it is
considered by the Court that S^r Parties have Day here
until the last Tuesday of August next &

Bates
vs
Robin
No 116

Lemuel Bates of Brimfield in the County of Hampshire
Yeoman P^r vs Silas Robin of Cambridge in our Coun-
ty of Middlesex Yeoman D^r in a Plea of the Case for
that the S^r Silas at S^r Brimfield on the eighteenth Day
of October last past was justly indebted to the said
Lemuel eighteen Pounds for a Yoke of Oxen by the S^r
Lemuel before that time sold & delivered to the said
Silas & being so indebted he the said Silas in Consideration
thereof undertook & then & there faithfully promised the
said Lemuel to pay him the same on demand & yet
the S^r Silas tho often requested hath not paid the same
but neglects it & also for that the said Silas at said Brim-
field on the same eighteenth Day of October aforesaid in
consideration that the said Lemuel had before that time
at the special Instance & Request of the said Silas sold
and delivered to him the said Silas one other Yoke of
Oxen he the S^r Silas undertook & then & there promised
the said Lemuel to pay him therefor on demand so much
Money as the S^r Oxen were reasonably worth and the said
Lemuel in fact he reasonably deserved to have one other
Sum of twenty four Pounds of which he hereafterwards
on the same Day had Notice & yet the said Silas
tho often requested hath never paid the same but ne-
glects it to the Damage of the said Lemuel twenty five
Pounds & The P^r appears by Abner Morgan Esq^r 2^d his
Att^r & the D^r tho three times called to come into
Court makes default of appearance here & Therefore
it is considered by the Court that the said Lemuel
do recover against the S^r Silas twelve Pounds of law-
ful Money Damage & Costs of Court taxed at £2.10.0
The D^r by John Ches^r Williams Esq^r 3^d his Att^r comes
into Court & appeals from the Judgement of this Court
to the Supreme Judicial Court to be holden at Spring
field in & for the County of Hampshire on the fourth
Tuesday of September next & he recognizes with sure-
ties as the Law directs for his prosecuting said Appeal
with Effect as by said Recognizance on File does
appear &

Warner
vs
Hannum
No 115

Elisha Warner of Belcherstown in the County of Hamp-
shire Yeoman P^r vs Caleb Hannum of Belcher-
town in the County aforesaid Yeoman D^r in a
Plea of the Case for that the said Caleb at Belcher-
town aforesaid on the nineteenth Day of July seven
hundred & eighty two by his Vote for a certain

Warner
Hannum

promised the said Elisha to pay him on order
sweeten Bushels of Rye by the first of March
next (meaning next after the Date of said Note) with
Interest till paid. Yet the said Caleb tho often
requested hath never paid the same but neglects it
to the Damage of the said Elisha ten Pounds.
The Puf appears by Abner Morgan Esq^r his Att^r
and the Deft tho three times called to come into
Court makes default of Appearance here.
Therefore it is considered by the Court that the
said Elisha do recover against the D^r Caleb three
Pounds fifteen Shillings & five Pence of Lawful Mo
ney Damages & Cost of Court taxed at one Pound
ten Shillings & ten Pence. After a^d with the
Deft by John C Williams Esq^r his Att^r comes into
Court & appeals from the Judgement of this Court
to the supreme Judicial Court to be holden at
Springfield in & for the County of Hampshire on
the fourth Tuesday of September next & he recog
nizes with sureties as the Law directs for his pro
secuting said Appeal with Effect as by said
Recognizance on File dose appear.

Mirrick
Shaw
N^o 116

Jose Mirrick in the County of Hampshire Yeoman
Puf v William Shaw of Palmer in the
County aforesaid Yeoman Deft in a Plea of the
Case for that the said William at o^r Monson on
the twelfth Day of April in the year of our
Lord one thousand seven hundred & seventy five
by his Note for value received promised the Jose to
pay him three Pounds eleven shillings & five Pence
lawful Money at or before the fift Day of Jun^y
next (meaning next after the date of said Note)
with Interest till paid. Yet the said William
tho often requested hath not paid the same but
neglects to do it to the Damage of the said Jose
ten Pounds. The Puf appears by Abner Morgan
Esq^r his Att^r & the Deft tho three times called to
come into Court, makes default of appearance
here. Therefore it is considered by the Court that the
Jose do recover against the said William two Pounds
ten shillings & one Penny Damages & Cost of Court taxed
at £1. 9. 10. Therefore ~~the Court~~ is considered by the Court
strongly by his Att^r comes into Court & appeals from the judg
ment of this Court to the supreme Judicial Court to be hold
at Springfield in & for the County of Hampshire on the
fourth Tuesday of September next & he recognizes with sureties
as the Law directs his prosecuting said Appeal with Effect
as by said Recognizance on File dose appear.

Bush
v
Rose
No 117

Amos Bush Westfield in the County of Hamp-
shire Blacksmith Puf v Zebulun Rose of
Norwich in our said County Yeoman Def^t in a Plea
of the Case for that the said Zebulun at Westfield
aforesaid on the eighth Day of February seventeen
hundred & eighty two by his Note for value re-
ceived promised one Elisha Mann to pay him or order one
thousand Four of good clear white Pine Boards
and twelve hundred & a half of good Merchantable Boards
to be delivered at said Mann's House at or before the
last Day of May next ensuing the Date of said Note
and if not paid then to pay five Pounds three shil-
lings & eight Pence lawful Money with the lawful
Interest for the same till paid. And afterwards
to wit on the first Day of June now last past at
Westfield the sd Elisha Mann by his Indorsement by
his Indorsement on the back of the same Note with
his proper hand subscribed assigned the same Note
to the said Amos & ordered the Contents thereof then
wholly due & unpaid to be paid to the said Amos of
all which the said Zebulun then & there instantly
had Notice & so became liable to pay the Contents
of the said Note to the said Amos according to the
Tenor thereof & being so liable the said Zebulun
then & there promised promised the sd Amos to pay
him the same accordingly in a reasonable time to
wit on demand. Yet the said Zebulun tho of-
ten requested hath never paid the same to the said
Amos but neglects it to the Damage of the said
Amos ten Pounds. The Puf appears by Samuel
Fowler Gen^l his Att^y & the Def^t tho three times called
to come into Court makes default of appearance
here. Therefore it is considered by the Court that
the said Amos do recover against the said Zebu-
lun five Pounds nine shillings & ten Pence of lawful
Money Damages & Cost of Court Taxed at one Pound
eight shillings & six Pence. & there of Ex^o in May 20 1783

Hubbard
v
Campbell
No 118

John Hubbard of Blanford in the County of Hamp-
shire Yeoman Puf v David Campbell of Blanford
aforesaid Yeoman Def^t in a Plea of the Case for that
the said David at Springfield on the twenty ninth
Day of January last past by his promissory Note
for value received promised the said John to
pay him or order six Pounds & eighteen shillings Silver
Money on demand with lawful Interest till paid.
Yet the said David tho often requested has not paid the same

Hubbard
Campbell
but neglects to do it to the Damage of the said
John ten Pounds ~ The Def appears by Samuel
Fowler Gen^l his Att^y & the Deft tho three times called
to come into Court makes default of appearance
here ~ Therefore it is considered by the Court that
the said John do recover against the said David
five Pounds twelve Shillings & eight Pence of law
ful Money Damages & Cost of Court taxed at £1.12..4 ~
The Deft by John Phelps Gen^l his Att^y comes into
Court & appeals from the Judgement of this Court
to the Supreme Judicial Court to be holden at
Springfield in & for the County of Hampshire on
the fourth Tuesday of September next & he recogni-
zes with sureties as the Law directs for his prosecuting
his said Appeal with Effect as by said Recognizance
on File does appear ~

Hern
Black
N^o 119 ~
John Hubbard of Blandford in the County of Hamp-
shire Yeoman Deft is George Black of Blandford
aforesaid Yeoman Deft in a Plea of the Case for
that the said George at Blandford on the sixteenth
Day of November last past by his promissory Note
for value received promised the said John to pay
him or order two Pounds & eight shillings in Silver
Money on demand ~ Yet the said George tho
often requested hath never paid the same but ne-
glects to do it to the Damage of the said John
Five Pounds ~ The Def appears by Samuel Fowler
Gen^l his Att^y & the Deft tho three times called to
come into Court makes default of appearance here
Therefore it is considered by the Court that
the said John do recover against the said George
two Pounds eight shillings of lawful Money Dam-
ages and Cost of Court taxed at one Pound eleven shil-
lings & six Pence ~ & there of Gen^l Ex^r j^o May 28 1783

Crooks
Campbell
N^o 120 ~
William Crooks of Blandford in the County of Hampshire
& equal with those mentioned in the will of the late William Crooks of Blandford
Yeoman Deft is David Campbell of Blandford
aforesaid Yeoman Deft in a Plea of the Case for that
the said David at Blandford aforesaid on the twentieth
seventh Day of April in the year of our Lord one thou-
sand seven hundred & eighty by his Note for value Received
promised the said Matthew then living to pay him the
sum of Fourteen Pounds & six shillings & nine Pence
in Spanish m^ll Dollars on or before the last Day
of December then next ensuing the Date of said Note
lawful Interest for the same till paid ~ Yet the said
David tho often requested & the time of pay ment long since

Brooks
Campbell

path hath never paid the said Matthew in his
life time nor the S^r Williams & Rachel while the
said Rachel lived nor to the S^r William since the Death
of the said Rachel nor to any or either of them but he
neglects to do it to the Damage of the said William in
S^r Capacity Ninety Pounds. The Def^t appears by
Samuel Fowler Gen^l his Att^y & the Def^t the three times
called to come into Court makes default of appearance
here. Therefore it is considered by the Court that the
said William do recover against the said David six
ten Pounds eighteen Shillings & six Pence of Lawful
Money Damages & Cost of Court Taxed at £1.12.2
The Def^t by John Phelps Gen^l his Att^y comes into Court
and appeals from the Judgment of this Court to the
Supreme Judicial Court to be holden at Springfield
in and for the County of Hampshire on the fourth
day of September, next & he recognizes with Sureties
at the Law day for his prosecuting an Appeal with
Effect as by said Recognizance on File do appear.

Parkham
Sack
N^o 121

Samuel Parkham of Chelmsford in the County of Mid
dlex^r Yeoman Def^t is Abner Sack of West Spring
field in the County aforesaid Yeoman Def^t in a Plea
of the Case for that the said Abner at S^r Springfield
on the twenty second Day of October last past by his
Promissory Note for value received promised the
said Samuel to pay him Eleven Pounds six Shillings of
Lawful Money at or before the first Day of January
then next ensuing the Date of said Note with Law
ful Interest for the same sum till paid. Yet the
said Abner tho^t often requested hath never paid the same
but neglects to do it to the Damage of the said Samuel
twenty Pounds. The Def^t appears by Samuel Fowler
Gen^l his Att^y & the Def^t the three times called to come
into Court makes default of appearance here.
Therefore it is considered by the Court that the said
Samuel do recover against the said Abner eleven Pounds
and fourteen Shillings of Lawful Money Damages & Cost
of Court Taxed at two Pounds twelve Shillings & four
Pence & thereof. Exon^d May 20 1783.

Sack
Grave
N^o 122

Isaac Sack of Westfield in the County of Hampshire
Yeoman Def^t is Roswell Grave of Granville in the
County aforesaid Yeoman Def^t in a Plea of the Case
for that the said Roswell at Springfield on the fifteenth

Sacket
1
grave

Day of August in the Year of our Lord one Thousand seven hundred & seventy six by his Promisory Note of that Date for value received promised ~~that~~ one William Peters to pay him or his order the Sum of Eleven Pounds & four shillings lawful Money on demand with use meaning lawful Interest for the same Sum till paid & And afterwards to wit on the same fifteenth Day of August at Springfield the said William Peters by his Indorsement on the back of the same Note with his proper hand subscribed Assigned the same Note to the Puf & ordered the Contents thereof then wholly due & unpaid to be paid to the D^r Type of all which the said Rogwell then & there Instantly had Notice and so became liable to pay the Contents of the sd Note according to the Tenor thereof & being so liable the D^r Rogwell then & there promised the D^r Type to pay him the same accordingly on demand with Interest till paid Yet the said Rogwell tho after requested hath never paid the same but neglects to do it to the Damage of the said Type twenty Pounds & Puf appears by James Fowler Gen^l his A^l & the Dyk tho tho a^r is called to come into Court makes default of Appearance & Therefore it is considered by the Court that the D^r Type do recover against the said Rogwell fifteen Pounds fourteen shillings & six Pence of lawful Money Damages and Cost of Court Taxed at one Pound eight shillings and ten Pence & The Dyk by John Phelps Gen^l his A^l comes into Court & appeals from the Judgement of this Court to the Supreme Judicial Court to be holden at Springfield in & for the County of Hampshire on the fourth Tuesday of September next & he recognizes with Sureties as the Law directs for his prosecuting his said Appeal with Effect as by said Recognition on File does appear

Campbell
1
Fowler
N^o 123

James Campbell of Southwick in the County of Hampshire Yeoman Pufes Daniel Fowler of Granville in the County aforesaid Yeoman Dyk in a Plea of the Case for that the said Daniel at Springfield on the fourth Day of December last past by his Promisory Note of that Date for value received promised the said James to pay & deliver to him at the House of Martin Holcombs in Southwick aforesaid seven thousand of good Merchantable white Pin

Campbell Shingles by the fifteenth Day of February then 233
next moving the Date of sd Note, with use
Fowler meaning lawful Interest for the same from time of
payments till paid. And the said James says he
has been always ready at sd Holcoms House to re-
ceive the said shingles & in fact reveals that the
said shingles would have been well worth Twenty
Shillings per thousand for cash & every thousand
Yet the said Daniel tho often requested hath never
paid the Contents of the above mentioned Note but
neglects it to the Damage of the said James fifteen
Pounds. The Def appears by Samuel Fowler Gen^l his
Att^y & the Dist tho three times called to come into
Court makes default of appearance here. Therefore
it is considered by the Court that the sd
James do recover against the said Daniel five
Pounds thirteen Shillings & eight Pence of lawful
Money Damages & Cost of Court taxed at one Pound
& nine Pence. The Dist ~~tho~~ John Briggs Gen^l
his Att^y comes into Court & appeals from the Judge-
ment of this Court to the Supreme Judicid to be
holden at Springfield within & for the County of Hamp-
shire on the fourth Tuesday of September next, and he
recognizes with sureties as the Law directs for his pro-
secuting his said appeal with Effect as by the said
Recognizance on File does appear.

Loomis Seth Loomis of Westfield in the County of Hampshire
Pittgal Zeoman Def is Philip Pitt Zeoman & Peter Pitt Zeo-
No 124 man both of Westfield aforesaid Dist in a Plea
of the Case for that the sd Philip & Peter at Westfield
aforesaid on the ninth Day of May last past by
their promissory Note for value received promised
jointly & severally to pay or Samuel Fowler or order
eight Pounds & five Shillings in Spanish milled Dollars
at six shillings each or in silver at six shilling & eight
Pence per ounce on demand with the lawful
neg Interest for the same till paid, and after-
wards to wit on the same Day & Year the said
Samuel by his Indorsement on the back of the
said Note assigned the same to the said Seth

Loomis
Pitts & al

and ordered the Contents thereof then wholly
due & unpaid to be paid to the said Sitts of a which
the said Philip & Peter then the same had & still
and so became liable to pay the Contents of the said
Note to the said Sitts & being so liable the said Philip &
Peter then & there promised the said Sitts to pay
him the Contents of said accordingly on demand
with Lawful Interest till paid, yet the said Phi-
lip & Peter nor either of them tho often requested
have ever paid the same or any Part thereof but
neglect to do it to the Damage of the said Sitts
eighteen Pounds, The Def by Samuel Fowler Gen-
l^r Atty & the Deft tho three times called to come in
to Court makes default of appearance here,
Therefore it is considered by the Court that the said
Sitts do recover against the said Philip &c eight Pounds
fourteen Shillings & ten Pence of lawful Money Da-
mages & Costs of Court taxed at one Pound seven
Shillings & two Pence, & thereof &c Exon^d May 20th 1783.

Ferguson

Seldon
N^o 125

Solomon Ferguson of Blandford in the County of
Hampshire Yeoman Def is Ebenezer Seldon of
Witchfield in the County of Hampshire aforesaid Ye-
oman Deft in a Plea of the Case for that the said
Ebenezer at Springfield on the first Day of October
last past by his promissory Note for value received pro-
mised the said Solomon to pay him three Pounds
silver Money on Demand with Lawful Interest for
the same till paid, yet the said Ebenezer tho often re-
quested hath never paid the same but neglect to
do it to the Damage of the said Solomon Six
Pounds, The Def appears by Samuel Fowler Gen-
l^r Atty & the Deft tho three times called to come in
to Court makes default of appearance here,
Therefore it is considered by the Court that the
said Solomon do recover against the said Ebenezer
three Pounds two Shillings & three Pence of lawful
Money Damages & Costs of Court taxed at one Pound
eight Shillings & eleven Pence, and thereof &c
Exon^d May 20th 1783.

Rook
Hills
N^o 127

Moses Rook of Southwick in the County of Hamp-
shire Gen^r Def is Isaac Hills late of Blandford
in the County aforesaid Yeoman Deft in a Plea
of the Case for that the said Isaac at Southwick on the
second Day of April last past by his Note for value

Book
Hills

Received promised one John Grady to pay him
or order seven Pounds in Silver Money by the
first Day of November then next inuring the Date
of said Note with lawful Interest for the same till
paid: And afterwards to wit on the same second Day of
April last at said Southwick the said John Grady by
his Indorsement (on the back of the same Note) assign-
ed the same Note to the said Moses & ordered the Con-
tents thereof then wholly due & unpaid to be paid to
the said Moses of all which the sd Isaac then & there
instantly had Notice & so became liable to pay the Con-
tents of the sd Note to the said Moses according to the
the Tenor thereof & being so liable the said Isaac then
and there promised the said Moses to pay him the
same accordingly by the sd first Day of November -
But the said Isaac tho often requested & the time of
payment being elapsed hath never paid the same
but neglects & refuses to do it to the Damage of the
said Moses twelve Pounds - The Deft appears by Sam^r
Towler Gen^l his Att^y & the Def^t the three times called
to come into Court makes default & appears nowhere.
Therefore it is considered by the Court that the said Mo-
ses do recover against the sd Isaac seven Pounds and
nine Shillings of lawful Money Damages & Cost of Law
taxed at one Pound nine Shillings & ten Pence -
~~and there of &c~~

The Def^t by John Phelps Gen^l his Att^y comes into Court
and Appeals from the Judgement of this Court to the
supreme Judicial Court to be holden at Springfield
in & for the County of Hampshire on the fourth Tuesday
of September next & he recognizes with sureties as
the Law directs for his prosecuting his said appeal with
Effect as by said Recognizance on File does appear,
William Cooley of Granville in the County of Hampshire
Gen^l Def^t is Obadiash Newton late of Weyfield in the
County aforesaid Yeoman Dyk in a Plea of the Case
for that the said Obadiash at Springfield on the last
Day of March last past being Justly indebted to the
said William four pounds sixteen Shillings and four
Pence lawful Money to balance Account according to
the account hereto annexed in consideration thereof
the said Obadiash then & there assumed an Oath
and to the said William faithfully promised to pay
him the same on demand -

Cooley
Newton
N^o 120

Cooley

Newton

Also for that the said Obadiah ~~on~~ on the same last Day of March last past at St Granville in consideration thereof that the said William had before that time at the special Instance & Request of the said Obadiah sold & delivered to him sundry other Wares & Merchandize according to the other account hereto annexed he the said Obadiah then & there agreed on himself & to the said William faithfully promised that he the said Obadiah would well & truly & content him the said William whenever afterwards he should be thereto requested so much Money as the st Wares & Merchandize at the Time of Sale & Delivery were reasonably worth & the st William in fact saith that the st ~~Geo~~ Wares & Merchandize at said Time of sale & delivery were reasonably worth another Sum of Nine Pounds eight Shillings & eleven Pence of which the st Obadiah then & there the same Day had notice. Yet the said Obadiah tho often requested hath never paid the same but neglect it to the Damage of the st William nine Pounds. The P^{ty} appears by Samuel Fowler Gen^l his A^{tt}y & the D^{ft} tho three times publicly called to come into Court makes default of appearance here. Therefore it is considered by the Court that the said William do recover against the said Obadiah four Pounds sixteen Shillings & four Pence of lawful Money Damages & Cost of Court taxed at £1.9.2. The D^{ft} by John Phelps Gen^l his A^{tt}y comes into Court and appeals from the Judgement of this Court to the ^{sup} Judicial Court to be holden at Springfield in and for the County of Hampshire on the fourth Sunday of September next & he recognizes with Sureties as the Law directs for his prosecuting his st Appeal with Effect as by said Recognizance on file does appear.

Fowler & al

J. Cook

N^o 129

Silas Fowler Gent^l, Nathan Laffin Gent^l, John Thoms Gent^l, Noah Loomis Gent^l & Thomas Campbell Yeoman all of Southwick in the County of Hampshire & Selectmen of said Town. P^{ty} is Jacob Cook late of st Southwick Yeoman D^{ft} in a Plea of the Case for that the st Jacob & wife Southwick on the last Day of March last past being justly indebted to the st Silas & al in st Capacity in the Sum of twenty Pounds lawful Money for so much Money before that time had received to the Use & Benefit of the st Jacob & al in st Capacity in consideration thereof the st Jacob then & there agreed on himself & to the st Silas & al faithfully

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promised that he the sd Jacob would well & truly
pay & content the sd P^r the sd Sum of twenty Pounds
whenever afterwards he should be thereto requested. Yet
the sd Jacob tho often requested hath never Paid the said
Silas & al or either of them the said Sum or any ~~part~~
part thereof but hitherto hath & still doth unjustly neglect
& refuse to pay them to the damage of the sd Silas & al twenty
Pounds. The Parties severally appear & agree to refer
this Case & al demands to the award & final Determination
of Samuel Mather David Morley & William Bygrave Esq^s
^{who are to hear & decide} and the award of them or any two of them to be final
to be returned into this Court Judge Hunt to be made up
and Execution to issue accordingly. Therefore it is con-
sidered by the Court that sd Parties have Day here untill
the last Tuesday of August next

Dix
v
Morse
N^o 130

Elijah Dix of Warrington in the County of
Hampshire Yeoman Def^t Thomas Morse of the
same Warrington aforesaid Yeoman Def^t in a Plea
of the Case for that the^d Thomas at Springfield on
the thirtieth Day of December last past by his pro-
misory Note for value received promised the^d
Elijah to pay him or order six Pounds & twenty shil-
lings lawful Silver Money on demand with lawful
Interest for the same till paid. Yet the said Tho^s
often requested hath never paid the same but neglec-
ted to do so to the Damage of the said Elijah twelve
Pounds lawful Money. The Pl^f appears by Sam^l
Fowler Gen^l his Att^y & the Def^t the three times called
to come into Court makes default of appearance
here. Therefore it is considered by the Court by
the Court that the said Elijah do recover against the
said Thomas seven Pounds & ^{Damages} Cost of Court taxed at
one Pound six shillings & ten Pence & thereof &c
Exon^d May 28th 1703

Baker
v
Bacon
N^o 131

Joseph Baker^{late} of Lenox in the County of Bath
shire Yeoman Pl^f Daniel Bacon of Backland
in the County of Hampshire Yeoman Def^t in
a Plea of Trespass on the Case for that the said
Daniel at Springfield on the twenty seventh
Day of April last past for value received pro-
mised the said Joseph to pay him seven Pounds
and four shillings lawful Silver Money by the
first Day of October then next with Interest till
paid and the Pl^f avers that the Time of Payment
hath long since elapsed. Yet the said Daniel tho^s
often requested hath never paid the same but neglected
to do so to the Damage of the^d Joseph twelve Pounds. The
Pl^f appears by John Phelps Gen^l his Att^y & the
Def^t the three times publicly called to come into Court
makes default of appearance here. Therefore it
is considered by the Court that the said Joseph do
recover against the^d Daniel seven Pounds twelve
shillings & eight Pence of lawful Money Damages and
Cost of Court taxed at two Pounds four shillings &
six Pence & thereof &c Exon^d June 28th 1703

Tiditon
v
Easton
N^o 132

Tiditon Jonathan Tiditon^{late} of Granville in the
County of Hampshire now of Southwick in d^e County
Yeoman Pl^f the Mayor Easton of Washington in

Jonathan

Easton

the County of Berkshire Esq^r D^y & In Area
that the said Ahimaaz render to him one hun
dred Pounds which to him he owes & from him
unjustly detains & whereon the ^d Jonathan says
that at Northampton on the fourth Day of May given
ten hundred & seventy four the ^d Ahimaaz by
his ~~Note~~ Bond in Court to be produced bound &
obliged himself to the P^y in the Sum of one hun
dred Pounds to be paid him on demand & yet
the said Ahimaaz tho often requested hath never
paid the same or any part thereof but neglected it
to the Damage of the said Jonathan one hundred
Pounds & The Parties severally appear & ~~ag~~ ana
Motion of the D^yft agree to have this case conti
nued to the next Term & Therefore it is consider
ed by the Court that the said Parties have Day
here untill the last Tuesday of August next &

Wilson

is

Black

N^o 133.

Samuel Wilson of Warringsbush in the County of
Tryon & State of New York Yeoman P^y is de
chibald Black of Blandford in the County of
Hampshire Yeoman D^yft is a Plea of Treppass on
the Case for that the said Black at ^d Blandford
on the twenty ninth Day of October seventen
hundred and eighty one by his Note for value re
ceived promised the said Samuel to pay him
four Pounds & ten shillings hard Money at or before
the first Day of May then next following the Date
of said Note & yet the said Black tho the time
of Payment hath long since elapsed & altho of
ten requested hath not performed his ^d Promise
but neglected it to the Damage of the said Sam^l
seven Pounds & The Parties severally appear &
agree to refer this case to the award & final de
termination ^{of} Timothy Robinson Esq^r Cap^t David
M^r Coughley & C^t Samuel Stopen who are to hear
^d Parties & the award of them or any two of them
is to be final to be returned into this Court
Judgement to be made up & Executed accordingly
M^r John Phelps is made Party to this Rule so
far as to be answerable for Costs of Reference &

Fellows

Buck

N^o 134

Isaac Fellows of Montgomery in the County of
Hampshire Yeoman P^y is Samuel Buck of
Worthington in the County of said Yeoman D^y

Follows
Buck

In a Plea of Trypays on the Case for that the said Samuel at said Worthington on the thirtieth Day of March seventeen hundred & eighty two by his Note for value received promised the ^{S^r} Jacob to pay him thirtan Pounds and four Shillings lawful Silver Money by the first Day of April then next following the Date of said Note & yet the said Samuel tho often thereto requested hath never paid the same but neglects to do so to the Damage of the said Jacob twenty Pounds. The Puf appears by John Phelps Gent^l his A^{tt} & the Deft tho three times called to come into Court makes default of appearance here & therefore it is considered by the Court that the ^{S^r} Jacob do recover against the ^{S^r} Samuel fourtun Pounds two Shillings & five Pence of lawful Money Damages and Cost of Court taxed at one Pound fourtun Shillings & two Pence & The ~~Def~~ ^{Def} appears Deft by Caleb Strong Esq^r his A^{tt} comes into Court & appeals from the Judgement of this Court to the Supreme Judicial Court to be holden at Springfield in & for the County of Hampshire on the fourth Tuesday of September next & he recognizes with Sureties as the Law directs for his appearance prosecuting his said Appeal with Effect as by said Recognizance on File doe appear &

Adams

Moore

N^o 135

Pelatah Adams of Granville in ~~the~~ the County of Hampshire Yeoman Puf vs William Moore of Southwick in ^{S^r} County Yeoman Deft in a Plea of Trypays on the Case for that the ^{S^r} Pelatah at said Granville on the last Day of November last at the special Instance & Request of the said William had transported a Team Load to & from Boston to the said William then & there in consideration thereof Assumed on himself & faithfully Promised the ^{S^r} Pelatah to pay him therefor as much Money as he reasonably deserved to have for the same transportation on demand now in fact the said Adams says he reasonably deserved to have from the ^{S^r} William for the transportation aforesaid of the same load to & from Boston the Sum of twenty two Pounds & ten Shillings lawful Money of which the said William had Notice but has paid him

seventen Pounds & eleven Shillings in Part,
 the remainder to wit four Pounds & nine
 ten Shillings is still due, yet the said William
 tho often request hath not performed his ^d Promise
 but neglects it to the Damage of the said Plaintiff
 seven Pounds. The Parties severally appear & agree
 to refer this Case & all demands to John Ingham Esq
 Peter Rice & John Sackett who are to hear said Parties
 and the award of them or any two of them is to be
 final Judgement to be made up & Execution issued
 according to. Therefore it is considered by the
 Court that the said Parties have Day here untill
 the last Tuesday of August next.

Shewer
 Nelson & al
 No 136

John Shewer of Palmer in the County of Hampshire
 Yeoman Plaintiff is Aaron Nelson Yeoman & Moses Moon
 Yeoman both of Palmer aforesaid Defendants in a Plea
 of Trespass on the Case for that the said Aaron and
 Moses at St Palmer on the fourth Day of April
 seventeen hundred & eighty three, the said John's
 Close in Palmer aforesaid called the Lat which he
 bought of Aaron Michells containing fifty eight Acres
 and one hundred & three Rods of Land with Force &
 Arms broke & entered & forty Rods in Length of the
 sd John's Log Fence with fifty Shillings surround
 ing a Part of said Close with Force & Arms threw
 down & destroyed & twenty five Rods in Length
 of the sd John's Rail Fence surrounding a Part of the
 same Close with three Pounds threw down carried
 away & destroyed & one large Tree of the sd John's
 within the same Close lately growing of the value
 of twenty Shillings with Force & Arms cut & felled
 down in & upon the Fence within the same Close so
 that the same Fence for the distance of two Rods of
 the value of ten Shillings was broken down by means
 thereof & destroyed & many other wrongs & Injuries
 to the said John, the said Aaron & Moses then & there
 did contrary to Law & against our Peace & to the
 Damage of the said John (as he saith) the Sum of
 ten Pounds lawful Money. The Parties severa
 ly appear & it is considered by the Court that the
 sd Parties have Day here untill the last Tuesday
 of August next.

Kelley
Shaw & al
No 137

Ephraim Kellogg of Amherst in the County of
Hampshire Yeoman Plaintiff is Thomas Shaw ^{Yeoman} & Abraham
Merryfield Yeoman both of Shutesbury in the Coun-
ty aforesaid Defendant in a Plea of the Case for that the
said Thomas & Abraham at Amherst on the first Day
of October seventeen hundred & eighty one by his Note
for value received promised the said Ephraim to pay
(meaning deliver) him the said Ephraim or order three
hundred & one half of good Merchantable wheat
Flour at his dwelling House in Amherst in two
Months from the Date of said Note with the lawful In-
terest for the same till delivered: and the said Ephraim
says the Flour so to be delivered as aforesaid was at the
time of the delivery thereof of the Price of twenty four
Pounds & that he has always been ready to receive said
Flour agreeable to the Tenor of said Note - Yet the
said Thomas & Abraham tho' often requested have
never delivered the Flour aforesaid but neglect to do
so to the Damage of the said Ephraim twenty four
Pounds - The Plaintiff appears in his own proper Person
& the Defendant tho' three times called to come into Court
makes default of appearance here - Therefore it is
considered by the Court that the said Ephraim do re-
cover against the said Thomas & Abraham fourteen Pounds
and one Penny of lawful Money Damages & Cost of
Court taxed at

The Defendant by Thomas Gold Gen^l his Att^y comes into
Court & appeals from the Judgement of this Court
to the Supreme Judicial Court to be holden at Spring-
field in & for the County of Hampshire on the fourth
Tuesday of September next & he recognizes with
sureties as the Law directs for his prosecuting his
appeal with Effect as by his Recognizance on File does appear.

Apthorp

Moore
No 138

Charles Hart Apthorp of New York in the County &
State of New York Esq^r & Grizzel Apthorp of Boston
in the County of Suffolk Gent^l the Woman Administratrix
on the estate of Charles Apthorp ^{Esq^r} late of Boston de-
ceased & Capacity - vs - Puff^r Obadiah Moore of Blad-
ford in the County of Hampshire Yeoman Defendant
In a Plea of Ejectment wherein the said Charles and
Grizzel demanded against the said Obadiah a certain
Tract or Parcel of Land containing one hundred Acres

Apthorpe & al with the Appertinances lying & being in the 238
Blanford in the County Part of the eighteenth Lot
Moore in number in the Township bounded & described as
follows to wit bounding East on the East Line of said
Lot number eighteen South on Land now in the Possession & Occupation of Dan Baile & Robert Blair
with the west Line of the same Lot Number eighteen
& North on Land now in the Possession of Joseph Beard
likewise Parcel of the same Lot which Tract or Parcel
of Land aforesaid ~~the~~ with the Appertinances the
Charles & Grizzel the 2^d Demand^t claim as their Right
and Inheritance & where into the said Obadiak hath no
Entry but by Decision by him unjustly & without Judge-
ment done & committed within twenty Years now
last past & whereupon the said Charles & Grizzel the
2^d Demand^t complain & say that they the 2^d Demand^t
within the 2^d twenty Years now last past in a time of
Peace were seized of the 2^d demanded ~~Part~~ Premises
with the Appertinances in their Demogne as of Fee &
Right taking the Profit thereof to the value of twen-
ty Pounds by the Year & where into the 2^d Obadiak
hath no Entry ^{but} by the decision aforesaid by him un-
justly & without Judgement done & committed within the
Term aforesaid of twenty & whereof he the said Obadiak
still deforceth them & still holdeth out the Demand^t
therefrom & thereof they bring this ~~action~~ Suit which is
to the Damage of the said Charles & Grizzel the 2^d Demand^t
fifty Pounds & The ~~Plf~~ appears by ~~Moses Blissett~~
~~his atty~~ & The Parties severally appear & on a Motion of
the Dfth agree to have this Case continued to the next
Term & therefore it is considered by the Court that the
said Parties have day here untill the last Tuesday
of August next

Idem
Heacham
No 139
Charles Ward Apthorpe Esq^r of New York in the County
of & State of New York & Grizzel Apthorpe Gentle-
man of Bampton in the County of Suffolk Admini-
strator on the Estate of Charles Apthorpe Esq^r late
of said Bampton deceased P^{rs} Paul Heacham of
Blanford in the County of Hampshire Yeoman
Def^t in a Plea of Ejectment wherein the said Charles
and Grizzel Demand^t against the 2^d Paul the fol-
lowing Tract or Parcel of Land containing forty
four Acres with the Appertinances lying & being in
said Blanford Part of the eighteenth Lot in number

Apthorp & al in said at the Northwest Corner of S^d Lot bound
ed and described as follows to wit bounding North
on the North Line of S^d Lot, west on the west Line of S^d Lot
South on Land now in Possession & Occupation of James
Beard & extending East from S^d Line so far as to make
up said Quantity of forty four Acres & bound^{ing} East on
the Kydane of S^d Lot ~~of S^d Lot~~ ~~above described~~
which Land with the Appertinances the S^d Charles &
Grizzle the Demand^r claim as their Right & Inhe
ritence & where into the S^d Paul hath not Entry but
by Disguise by him unjustly & without Judgement
committed within twenty Years last past & whereon
the Demand^r say that they within S^d twenty Year
last past in a time of Peace seized of the S^d demand
Premises with the Appertinances in their as of Fra
and Right taking the Profit thereof to the value of
ten Pounds by the Year & where into the said Paul
hath no Entry but by the Disguise aforesaid by him
committed unjustly & without Judgement within S^d
Term of twenty Years last past & where of the S^d Paul
still depriveth & holdeth them out therefrom & thereof they
bring this Suit & which is to the Damage of the S^d
Charles & Grizzle the Sum of Fifty Pounds
The Parties severally appear & on a Motion of the
Def^t ~~to~~ agree to have this case continued therefore
it is considered by the Court that S^d Parties have
Day here untill the fourth Tuesday of August next

Idem Charles Ward Apthorp Esq^r of New York in the
County & State of ^{new} York & Grizzle Apthorp of Boston
Blain^s in the County of Suffolk gentle Woman Adm^r
N^o 140 on the Estate of Charles Apthorp Esq^r late of S^d Boston
deceased Pl^f v Robert Blain^s of Blanford in the
County of Hampshire Yeoman Def^t in a Plea
of Ejectment wherein they demand against the S^d
Robert fifty Acres of Land with the Appertinan
ces lying & being in S^d Blanford Park & Parcel of
the eighteenth Lot in Number so called in S^d Town
ship & bounded & described as follows to wit bounding
west on the west Line of said Lot Number eight
south on an ^{un} ~~land~~ ^{land} of Land now in the Possession of
James Minor, East on Land in the Possession and
Occupation of Dan Boies & extending North from one
hundred Acres in S^d Minor Possession so far as to

Apthorp
Blair³

make up^d Quantity of Fifty Acres and
bounding North on Land now in Possession
of Obadiah Moore which is fifty Acres of Land with
the Appertinences s^r Charles & Grizzel the s^r Demand
ants as their Right & Inheritance & where into the s^r
Robert hath no Entry but by Dequign unjustly &
without Judgement by him done & committed
against them the said Charles & Grizzel within
twenty Year now last past & where on the s^r Charles
and Grizzel say that they within the Term afores^d
were seized of said fifty Acres of Land with the App
ertinences in a Time of Peace in their Demeyne
as of Fee & Right taking the Profit thereof to the
value of ten Pounds by the Year & where into the
s^r Robert hath no Entry but by the Dequign afores^d
by him unjustly & without Judgement committed
within the Term afores^d & where as he still before
eth them & holdeth them out therefrom & thereof
they bring this such & good Proof which is to the
Damage of the s^r Charles & Grizzel s^r Demand^t
fifty Pounds. The Parties severally appear for
a Motion of the Dyk - it is considered by the
Court that they have Day here untill the fourth
Tuesday of August next.

Pratt
Spencer
No 141

Jacob Pratt of Springfield in the County of Hamp
shire Yeoman Plf vs Ebenezer Spencer Jun^r of
Somers in the County of Hartford & State of Con
necticut Defendant Dyk in a Plea of the
Case for that the s^r Ebenezer at Somers afores^d
on the fifth Day of June seventeen hundred &
eighty two by his Promissory Note for value here
promised the said Jacob to pay him fifteen
Pounds on demand with Interest till paid
yet the said Ebenezer tho often requested hath
never paid the same but neglects to do so to
damage of the said Jacob eighteen Pounds
The Parties severally appear & on a Motion of the
Dyk it is considered by the Court that the said
Parties have Day here untill the last Tuesday of
August next.

Revel
Stephenson
No 142

Benjamin Revel of West Springfield in the
County of Hampshire Labourer Plf vs Jonathan
Stephenson of Springfield in the County aforesaid
Yeoman Dyk in a Plea of the Case for that said

Ritel

4
Stephenson

Jonathan at Dr. West Springfield on the thirtieth Day of December last past by his Note for value received promised the said Benjamin to pay him six Pounds lawful Money on the fourth Day of January then next with the Lawful Interest for the same till paid Also for that, the sd Jonathan at Dr. West Springfield on the same thirtieth Day of December last by his other Note for value received promised the said Benjamin to pay him one other Sum of six Pounds lawful Money on the fourth Day of January then next and also pay & forbear to the said Benjamin the further Sum of twenty Shillings lawful Money whenever after he should be thereto requested upon Condition & in Case that he sd Jonathan did not pay sd Benjamin sd last mentioned Sum of six Pounds on sd fourth Day of January with Interest till paid & yet the said Jonathan tho often requested hath not paid said Benjamin either of sd Sums or any part thereof but neglects it to the Damage of the sd Benjamin Nine Pounds & The Parties severally appear & agree to refer this Case to the Award of John Worthington Esq^r & William Pyncheon Esq^r who are to be sworn Parties & the Award of them is to be final & Judgement to be made up & to be returned into this Court & Exce^r to give according to & Therefore it is considered by the Court that sd Parties have Day here until the last Tuesday of August next &

Warriner
4
Colton
No 143 &

Noah Warriner of Wilbraham in the County of Hampshire Gen^l Executor of the last Will & Testament of Nathaniel Warriner late of sd Wilbraham deceased & in sd Capacity Def^r Stephen Colton of Wilbraham aforesaid Plaintiff in a Plea of the Case for that, the sd Stephen at Wilbraham on the twenty second Day of May one thousand hundred & seventy five by his Note for value received promised the said Nathaniel then living to pay him twenty one Pounds ten shillings & five Pence three farthings lawful Money on demand with Lawful Interest for the same till paid & yet the sd Stephen tho often requested hath never paid the same to the sd Nath^l in his life time or to the said Noah since his Death but neglects it to the Damage

of the said Noah thirty four Pounds & The
 Plf appears by Major Bliss Esq^r his Att^y & the
 Deft the three times called to come into Court makes
 default of appearance here & Therefore it is consider
 ed by the Court that the s^d Noah do recover against
 the s^d Stephen thirty one Pounds, seventeen Shillings
 and six Pence of Lawful Money Damages & Cost of Court
 taxed at one Pound five Shillings & ten Pence
 and there of &c
 Exec^d June 23^d 1783.

Stebbins
 Coleman
 & 1784

Zebina Stebbins of Springfield in the County of
 Hampshire Yeoman Plf vs Nathaniel Coleman
 of Whately in the County aforesaid Yeoman Def^t
 In a Plea of the Case for that the said Nath^l
 at s^d Springfield on the thirtieth Day of Feb^r
 seventeen hundred & eighty one by his Note for
 value received promised the said Zebina to deliver
 him thirty Thousand Feet of good merchantable
 Boards to be delivered him at s^d Springfield by the
 first Day of October then next together with Inte
 rest for the same from the Date of s^d Note at the Rate
 of six by the Hundred by the Year till paid: And
 also further promised the s^d Zebina then on the same
 thirtieth Day of February by the same Note to pay
 him for value received thirty Shillings of Lawful Sil
 ver Money on demand with the Lawful Interest for
 the same till paid: and the s^d Zebina says the said
 Boards were reasonably worth forty eight Shillings
 by the thousand then on the said first Day of October
 aforesaid & that he was then there throughout the whole
 of the same Day ready & always before that time and
 ever since the making of s^d Note hath been ready
 to receive the same Boards of the s^d Nathaniel.
 Yet the said Nathaniel tho often requested hath
 never paid the Contents of s^d Note but neglected it
 to the Damage of the said Zebina Ninety Pounds
 The Plf appears by Major Bliss Esq^r his Att^y & the
 Deft the three times called to come into Court ma
 kes default of appearance here & Therefore it is con
 sidered by the Court that the s^d Zebina do recover
 against the said Nathaniel seventy eight Pounds
 six Shillings & three Pence of Lawful Money Damages &
 Cost of Court taxed at one Pound six Shillings & two Pence
 Hampshire June 17 1783. The Plf appears & acknowledges he
 has rec^d satisfaction in full of the Damage & Costs of the

Depas & al
McClintock
No 145
Messrs Joseph Depas & Benjamin Jacobs both of
Palmer in the County of Hampshire aforesaid
Merchants Plf vs Thomas Mc Clintock of Ware in
the County aforesaid Yeoman Deft in a Plea of
the Case for that the said Thomas at Palmer aforesd
on the first Day of January seventeen hundred & eighty
two by his Note for value received promised the said
Joseph & Benj^a to pay them or order three Pounds
sixteen Shillings lawful Money within three Weeks
from the Date of sd Note & yet the sd Thomas tho often
requested hath never fulfilled his sd Promise but
neglects it to the Damage of the said Joseph & Benj^a
Four Pounds lawful Money & The Plf appears by
Moses Bliss Esq^r his Att^y & the Deft tho three times
called to come into Court makes default of appear
ance here & Therefore it is considered by the Court
that the sd Joseph & Benj^a do recover against the sd Tho^s
three Pounds & eight Pence of lawful Money Damages
and Cost of Court taxed at £ 1. 10. 0 & The Deft
by Abner Morgan Esq^r his Att^y comes into Court
and appeals from the Judgement of this Court to
the supreme Judicial Court to be holden at Spring
field in and for the County of Hampshire on the
fourth Tuesday of September next & he recognizes
with sureties as the Law directs for his prosecuting
Appeal with Effect as by sd Recognizance on File
does appear &

King
Sykes
No 146
Abel King of Wilbraham in the County of Hampshire
Gen^l Plf vs Jonathan Sykes of Wilbraham aforesaid
Yeoman Deft in a Plea for not performing his promise
made at Wilbraham aforesd the twenty seventh Day
of January seventeen hundred & eighty three by his
Note for value received promised the said Abel to
pay him or order two Pounds sixteen Shillings lawful
Money in silver at six shillings & eight Pence an Ounce
or Gold equivalent with Interest till paid & But
hath never paid or done it tho often requested and
demanded & to the Damage of the sd Abel three Pounds
The Plf appears by Moses Bliss Esq^r his Att^y & the
Deft tho three times called to come into Court make
default of appearance here & Therefore it is con
sidered by the Court that the said Abel do recover
against the sd Jonathan Damages &
Cost of Court taxed at £ 1. 5. 10 & thereof &

Bliss
Bedortha
N^o 147
Oliver Bliss of Wilbraham in the County
of Hampshire Gent^l Pl^{ff} vs John Bedortha
of Springfield in the County aforesaid^{yeoman} Def^t in a
Plea of the Case for that the s^d John at s^d Spring
field on the thirtieth Day of May last past by his
Note for value received promised the s^d Oliver to
pay him forty two Shillings lawful Money on De
mand - Yet the s^d John tho often requested hath
not paid the same but neglected to do it to the Da
mage of the s^d Oliver three Pounds - The Pl^{ff}
appears by Moses Bliss Esq^r his ATT^y & the Def^t
tho three times called to come into Court makes
default of appearance here - Therefore it is consid
ed by the Court that the said ~~Oliver~~^{Oliver} do recover against
the said John two Pounds & two shillings of lawful
Money Damages & Costs of Court taxed at £1 5s 4d
and thereof &c - Exon i^o June 23. 1783

Woolworth
Hancock
N^o 148
Richard Woolworth of Springfield in the County
of Hampshire Yeoman Pl^{ff} vs Daniel Hancock
of Springfield aforesaid Yeoman Def^t In a Plea
of the Case for that the said Daniel at s^d Springfield
on the fourth Day of April seventeen hundred &
~~eighty~~^{seventy} two by his Note for value received promised
said Richard to pay him or order two Pounds ele
ven shillings & six Pence lawful Money on Demand
with lawful Interest for the same till paid -
Yet the said Daniel tho often requested hath never
paid the same but neglected to do it to the Da
mage of the said Richard four Pounds - The
Pl^{ff} appears by Moses Bliss Esq^r his ATT^y & the Def^t
tho three times called to come into Court makes
default of appearance here - Therefore it is con
sidered by the Court that the s^d Richard do re
cover against the said Daniel four Pounds five shil
lings & eight Pence of lawful Money Damages and
Costs of Court taxed at one Pound three shillings &
ten Pence & thereof &c - Exon i^o June 23. 1783

Church
Colton
N^o 149
Moses Church of Springfield in the County of
Hampshire Hatter Pl^{ff} vs Jethur Colton Gen^l & a
rich Woolworth Cordwainer & Nathaniel Ely Jun^r
Gen^l all of Springfield in the County aforesaid
Def^t In a Plea of the Case for that the s^d
Def^ts at s^d Springfield on the fiftenth Day of Nov
seventen hundred & eighty by their promissory
Note for value received promised s^d Moses to pay

Church
eston & al. him Ninety four Pounds five Shillings & ten
Pence in Bills of the new Emission so called on
with Interest for the same till paid: which Bills
the said Moses says were then & there of the
value of fifty five Pounds Lawful Money &
were then & there current at the Rate seventy five for
of ¹ Bill for one in hard Money & that he the
Moses afterwards to wit on the twentieth Day of
May next after the making of said Note at ¹ Springfield
demanded & requested of the said Festus
Azariah & Nathaniel to pay him the Contents of the
same Note according to the Tenor thereof when
where he the ¹ Moses was ready & ever after the ma-
king of the same Note to that Time was & hath been
ready to receive the Contents of ¹ Note in ¹ Bills
of them & also for that at ¹ Springfield on the
same fiftenth Day of the same November Anno
Domini sweeten hundred & eighty the ¹ Festus
Azariah & Nath^l were justly indebted to the said
Moses in one other Sum of fifty five Pounds Law-
ful Money for so much Money there before that Time
had & received of the said Moses to this the said
Moses use & in Consideration thereof then & there
promised said ¹ Moses to pay him the same Sum
last mentioned on demand & yet the ¹ Festus
Azariah & Nath^l or either of them tho after requi-
sition hath not paid said Moses either of ¹ Sums or any
Penny thereof or any ways performed ~~the~~ either of ¹
¹ Promises but neglect & refuse to do it to the Dam-
age of the said Moses one hundred & ten Pounds &
The Juf appears by Moses Bles Esq^r his A¹ &
the Defts by Simon Strong & Justin Ely Esq^r
their A¹ come & defend the Force & Injury when
and reserving to themselves the Liberty of giving
any special Matter in Evidence under the general
Issue say the never promised in Manner & Form a-
the said Moses in his Declaration against them
hath alledged & thereof put themselves on the
Country & And the ¹ Moses Church reserving
Liberty to waive this Demurer & join the Issue
Indur'd says the Plea of the Defts is insufficient
and that he hath no need to answer thereto &

Church This he is ready to verify and thereof pray
Cotton & Gold Judgement for his Damages & Costs and the
Deft consenting say this Plea is sufficient
Thereupon all & singular the Premises being seen and
by the Court now here fully understood for that it
appears to said Court that the Plea aforesaid of the
said Fyffus, Arariah & Nath^e by them above pleaded
And the Matters contained in the same is a good & a
sufficient Answer in Law to the Declaration aforesaid
of the said Moses & that he ought not to receive
any thing upon his Plea aforesaid. Therefore it is
considered that the said Moses by his Plea aforesaid
receive nothing but that for his groundless Claim
he be in Mercy &c. And it is also considered that
Fyffus Arariah & Nath^e do recover against the s^d
their Costs for defending the Suit of the said Moses
The said Moses by his Att^y aforesaid appeals from the
Judgement of this Court to the Supreme Judicial
Court to be holden at Springfield in & for the
County of Hampshire on the fourth Tuesday of
September next & he recognises with Sureties as
the Law directs for his prosecuting said appeal
with Effect as by said recognizance on File does
appear

Warren Noah Warren of Wilbraham in the County of
Hampshire Gen^l Puf is Nathaniel Hollomb
of Granville in the County of aforesaid Yeoman
No 140 Deft In a Plea of the Case for that the said Nath^e
at Wilbraham on the six Day of July seventeen
hundred & eighty one by his Note for value received
promised the said Noah to pay him forty eight
Shillings in Silver Money on demand & yet
the s^d Nathaniel tho often requested hath not
paid the same or any Part thereof but neglects it
to the Damage of the said Noah thro a Default
The Puf appears by Major Blyss Esq^r his Att^y &
the Deft tho three times called to come into Court
makes default of appearance here. Therefore
it is considered by the Court that the s^d Noah do
recover against the said Nath^e Two pounds eight shil
lings — Lawful Money Damages & Costs of
Court taxed at one pound seven shillings & ten pence
and thereof &c in Exon^r p^r Oct 15 1783

Douglas Thomas James Douglas in Wilt Springfield in the
County of Hampshire Gen^d J^d is Ezekiel Rogers & J^d
Hyde of Granville in said County Yeoman Dy^d & S^d
N^o 151st a Plea of Trespass on the Case for that the said Ezek
at said Wilt Springfield on the twenty ninth Day of
August seventeen hundred & seventy four by his Pro
misory Note for value received promised ~~that~~
one Abiathar Robinson to pay him or order nine
Pounds eighteen Shillings lawful Money on Demand
with lawful Interest for the same from the Date of
said Note till paid & And afterwards on the same
Day at Wilt Springfield no Part of the Contents
of the said Note having been paid to the said Abiathar
by said Ezek^e he the said Abiathar by his Indorse
ment on the back of said Note assigned the same to
the said Thomas for the value thereof of him received
and thereby & ordered him the said Ezek^e
to pay the Contents of the same Note to the said
Thomas for the value thereof of him received the
same being then due & unpaid of all which he
the said Ezek^e then & there had Notice, by means
of which the said Ezek^e then & there was & became
liable & chargeable to pay him the said Thomas the
Contents of the same Note on Demand & in consi
deration thereof he the said Ezek^e then & there pro
mised the said Thomas to pay him the Contents of
the same Note on Demand according to the Tenor
thereof & of said Indorsement & yet the said Ezek^e the after
request hath not paid the same but neglected it
to the Damage of the Thomas sixteen Pounds &
The J^d appears by Morris Blyss Esq^r his A^{tt} &
the Dy^d tho three times called to come into Court
makes default of appearance hereby Therefore
is considered by the Court that the said Thomas
do recover against the said Ezek^e fifteen Pounds
ten Shillings of lawful Money Damages & Cost of
Court taxed at one Pound six Shillings & eight Pence
and thereof & c. & c. Exon^r is July 31 1783.

Newcomb Silas Newcomb of Farmers in the County of
Hampshire Hartford & State of Connecticut Yeoman
appears on the P^{ty} is Nathaniel Mansworth of Wilbraham in the
N^o 152nd County of Hampshire Yeoman Dy^d In a Ple
of the Case for that the said Nathan at Wiltbra
ham on the eighth Day of April seventeen

Newcomb hundred & eighty one by his Note for value 243
received promised s^r Silas to pay him eight
Hundred eight shillings & two Pence lawful Money
on Demand with lawful Interest for the same till
paid & yet s^r Nathan tho often requested hath ne-
ver paid the same but neglects to do so to the Damage
of the said Silas Twelve Pounds & The Just appear
by Moses Bliss Esq^r his Att^y & the Just tho three times
called to come into Court makes default of appear-
ance here & therefore it is considered by the Court
that the said Silas do recover against the s^r Nathan
Nine Pounds nine shillings & one Penny of lawful
Money Damages & Cost of Court taxed at £1. 5. 10
and thereof &c
Exec^d in June 23^d 1783

Phelps Oliver Phelps of Granville in the County of Hamp-
shire Esq^r Plaintiff Aaron Parmelle of Newmarket
in the County of Berkshire Gen^l Defendant in a Plea
N^o 143 of the Case for that the s^r Aaron at s^r Granville on
the thirty first Day of May seventeen hundred & eighty
received of the s^r Oliver six hundred & fifty seven
Pounds of Tallow & then & there in Consideration
thereof by his certain Note for that he the said Aaron
promised the said Oliver to deliver him the same
Tallow when called for meaning whenever he should
be thereto requested, which Tallow he the s^r Oliver
says was then & there of the value of one shilling by
the Pound & also for that he the s^r Aaron then & there
received of the s^r Oliver full payment for thirty three
Bushels & one half of Pease & for twenty Bushels of
Wheat, which then & there remained in the Hands of
the s^r Aaron & he the said Aaron in Consideration
thereof then & there by his other certain Note pro-
mised the s^r Oliver to deliver him the same Pease &
Wheat when called for meaning whenever after he
should be thereto requested, which Pease & Wheat he
the said Oliver says were then & there of the value of
seven shillings each by the Bushel & also for that
the s^r Aaron then & there received of the s^r Oliver the
further Quantity of nineteen hundred & eighty seven
Pounds of Tallow & in Consideration thereof he the
said Aaron then & there by his certain Note promised
the s^r Oliver to amount to him for the same Tallow
in Wheat at the Rate of one Bushel of Wheat for every

Philp

Armelle

Ten Pounds of Tallow meaning thereby that he would deliver the said Oliver one Bushel of for each and every Ten Pounds of the same Tallow whenever within a reasonable Time after he should be thereto requested - and the s^d Oliver says the s^d Wheate was of the value of seven Shillings by the Bushel & that Reasonable Time hath long since elapsed & that he hath always been ready to receive s^d Wheate - Tallow Pease of the said Aaron & yet the s^d Aaron tho often requested hath never paid the Contents of s^d Note or any part thereof but neglects to do so to the Damage of the s^d Oliver one hundred & sixty Pounds The Puf appears by Moses Blyss Esq^r his Att^y & the Dy^{er} tho three times called to come into Court makes default of appearance here & therefore it is considered by the Court that the s^d Oliver do recover against the Aaron ~~the~~ one hundred & forty six Pounds seven shillings & four Pence of lawful Money Damages & Cost of Court taxed at one Pound fifteen Shillings & six Pence & and thereof &c. Ex^{hib} June 4th 1781

Blyss Esq^r
Morroe
N^o 154

Moses Blyss of Springfield in the County of Hampshire Esq^r Puf is David Murroe of Northborough in the County of Worcester Yeoman Deft In a Plea of the Case for that the said David at said Springfield on the first Day of June last past by his Note for value received promised the s^d Moses to pay him or order fifteen Pounds & twelve shillings lawful Money on demand with lawful Interest for the same till paid & yet s^d David tho often requested hath not paid s^d David the same Sum or any Part thereof to the Damage of the said Moses seventeen Pounds lawful Money & The Puf appears by ~~Moses~~ in his own proper Person & the Deft tho three times called to come into Court makes default of appearance here & therefore it is considered by the Court that the s^d Moses do recover against David sixteen Pounds nine shillings & eleven Pence of lawful Money Damages and Cost of Court taxed at £ 1. 9. 6 & thereof &c. Ex^{hib} July 31st 1783

Lumard
Phillips
N^o 155

Daniel Lumard of Springfield in the County of Hampshire Yeoman Puf is James Phillips of W^{est}field in the County aforesaid Yeoman Deft in a Plea of

Lumbard Case for that the said James at s^d Springfield 24th
Phillips on the fourteenth Day of May seventeen hundred
and eighty one by his Note for value received pro-
mised the s^d Daniel to pay him or order four Pounds
eighteen Shillings & four Pence lawful Money upon
demand with lawful Interest till paid & yet s^d
James tho often requested hath never paid the
same or any Part thereof to the Damage of the s^d
Daniel eight Pounds & The Suf appears by Moses
Bliss Esq^r his Att^y & the Deft tho thr^e times called
to come into Court makes default of appearance
Therefore it is considered by the Court that the s^d
do recover against the said James five Pounds nine
Shillings & ten Pence of lawful Money Damages &
Costs of such taxed at one Pound two Shillings &
two Pence & thereof &c Leon^{ij} June 23 1788.

Rogers Nathaniel Rogers Jun^r of Lebanon in the County of
Windham & State of Connecticut Yeoman Pl^{ff} vs
Thayer Timothy Thayer of West Hampton in the County of
No 156 Hampshire Yeoman Def^t in a Plea of the Case
for that whereas the Timothy at s^d Westhampton
on the twenty fifth Day of April seventeen hun-
dred & eighty by his Note for value received promised
the s^d Nathaniel to pay & deliver him at his the s^d
Timothy's House in Westhampton fourteen Pounds four-
teen Shillings lawful Money worth of Wheat Cattle
as they were sold at in the year seventeen hundred &
twenty three on a grand writ the interest thereof
till paid & yet the said Timothy tho often re-
quested hath not paid s^d Nath^l s^d near Cattle or
any Part thereof or a ^{way} satisfied the s^d Nath^l or any
way performed his s^d Promise but neglects it to
the Damage of the said Nathaniel thirty Pounds
The Suf appears by Moses Bliss Esq^r his Att^y & the
Def^t tho thr^e times called to come into Court
makes default of appearance here Therefore it is
considered by the Court that the said Nath^l do
recover against the said Timothy thirteen Pounds
one Shilling & eleven Pence of lawful Money Damages
& Costs of Court taxed two Pounds & eight Pence
Whereupon the Def^t by Caleb Strong Esq^r his Att^y
comes into Court & appeals from the Judgment of

Rogers
" "
Thayer

this Court to the Supreme Judicial Court to be
holden at Springfield in & for the County of Hamp-
shire on the fourth Tuesday of September, next &
he recognises with sureties at the Law directed for
his prosecuting his 2^d appeal with Effect as by his
recognizance on file does appear

Graves
" "
Pompey
N^o 157

Emmons

4

Dickinson

No 158

245

Robert Emmons of Granby in the County of
Hampshire Yeoman self is Jonathan Dick-
inson of Amherst in the County aforesaid Genl^l Dist
In a Plea of the Case for that ^{Sum} Jonathan at Spring-
field on the first Day of Sept^r m^o seven hundred & seventy nine by his Promissory Note for value
received promised the s^d Robert to pay him & deliver
him forty five Pounds worth of these Articles following
to wit the one half of s^d Sum in Buf. at the Rate of
two Pence by the Pound to be delivered on the fifteenth
Day of October seven hundred & eighty one and
the other Moiety of s^d Sum worth of Grain to be de-
livered to s^d Robert on the fifteenth Day of February
then next to wit Anno Domini 1782 to wit one third
Part thereof in Wheats at the Rate of four Shillings by
the Bushel & one third Part thereof in Rye at three shil-
lings by the Bushel & the a third Part of s^d Moiety in In-
dian Corn at the Rate of two Shillings by the Bushel
together with the lawful Interest of s^d Sum to be annu-
ally in Grain at the aforementioned Prices from & after
the fifteenth Day of May next after the Date of s^d Note -
Also for that s^d Jonathan by his other Note of the same
then on the same first Day of September for value received
promised s^d Robert to pay him one other Sum of
fifty Pounds in the following Manner to wit one
moiety or half part of s^d Sum to be paid in Buf. at
the Rate of two Pence by the Pound & the other Moie-
ty thereof in Grain to be delivered him the s^d Robert
on the fifteenth Day of February now last past to wit
Whiah Rye & Indian Corn one third Part in each
at the respective Rates afores^d together with the law-
ful Interest of s^d Sum of fifty Pounds after the fif-
teenth Day of May to be paid annually in Grain at
the aforementioned Prices - Also for that s^d Jonathan
at s^d Springfield on the twenty eighth Day of February
last past by his other Note for value received promised
the s^d Robert to pay & deliver him ten Pounds worth of
the following Articles on demand to wit one third Part
thereof in Wheat at the Rate of four Shillings by the
Bushel, one third Part thereof in Rye at three Shillings
by the Bushel & the other third Part thereof Indian Corn
at the Rate of two Shillings by the Bushel & the s^d Robert
says he hath been always ready to receive all & every of
the s^d Articles of him the s^d Jonathan to wit at s^d Granby

Immon

Dickinson

at the respective Times you mentioned & appointed
for the delivery thereof & yet the ~~Dr~~ Jonathan tho
often thereto requested & particular on the tenth Day of
April seventeen hundred & eighty at Rimherst aforesd^d hath
not delivered him the ~~Dr~~ Robert all or any the Bap. Wheat
Rye or Indian Corn aforesd^d or any Part thereof or any ways
performed either of his ~~Dr~~ Promises but neglects it to the
Damage of the ~~Dr~~ Robert one hundred & eighty Pounds
The ~~Plf~~ appears by Moses Bliss Esq^r his Att^y & the
Def^t ~~appears by~~ ^{Strong Esq^r his Att^y} & defends the Force & Injury wherein & for
Plea say he never promised in the ~~Plf~~ in Manner &
Form as the ~~Plf~~ in his declaration hath Alledged &
~~promised~~ the ~~Plf~~ in his declaration hath Alledged &
thereof for Trial put himself on the Country
and the ~~Plf~~ likewise & Whereupon the Jurors
of the Jury answering to the Form & Effect of the Sta-
tutes in such Case made & provided at this Time
returned & impannelled being ^{also} demanded come
here who to say the truth concerning the Premises
being duly sworn deliver upon their Oaths by
Nathaniel Ely Jun^r their Foreman that they
find the ~~Def~~ promised in Manner & Form as
the ~~Plf~~ in his Declaration against him has Alledged
and Assess Damages for the ~~Plf~~ at one hundred
twenty seven Pounds eighteen Shillings lawful Money
Therefore it is considered by the Court that the ~~Plf~~
do recover against the ~~Def~~ one hundred & twenty
seven Pounds eighteen Shillings of lawful Money
Damages & Cost of Court taxed at £4^l 2^s 9^d
The ~~Def~~ by Simon Strong Esq^r his Att^y comes into
Court & appeals from the Judgement of this Court
to the Supreme Judicial Court to be holden at
Springfield in & for the County of Hampshire on the
fourth Tuesday of September next & he recognises
with Sureties as the Law directs for his prosecuting
his Appeal with Effect as by his Recognition Lik an appear.

Goodman

Bukwith

159

Eliaser Goodman of South Hadley in the County of
Hampshire Gent^l ~~Plf~~ is Joshua Bukwith of Palmer in
the County aforesaid Yeoman ~~Def~~ In a Plea of the
Case for that the ~~Plf~~ Joshua at Springfield on the eight-
eenth Day of January seventeen hundred & eighty two
by his Promissory Note for value received promised said
Eliaser to pay him Forty six Pounds eleven Shilling
and eight Pence lawful Money on demand with the

Goodman
Buckwith

Lawful Interest for the same till paid — Yet
the Joshua tho often requested hath not paid
the Elizer the same but neglects it to the Damage
of the Elizer Fifty Pounds — The Juf appears
by M^{rs} Bliff Esq^r his Att^y & the Deft tho thrice times
called to come into Court makes default of appearance
here — Therefore it is considered by the Court that
the Elizer do recover against the Joshua twenty
six Pounds thirteen Shillings & eight Pence of lawful
Money Damages & Cost of Court taxed at £1. 8. 9 —
and thereof &c — Execⁿ ^{ip}

Chappe
Hitchcock
N^o 160

Asa Chappe of Wilbraham in the County of Hampshire
Yeoman Juf^r v^s Reuben Hitchcock of Wilbraham
aforesaid Yeoman Deft in a Plea of the Case for that
the Reuben at Wilbraham on the fourteenth
Day of September seventeen hundred & eighty one by
his Note for value received promised the Asa to
pay him six Pounds in Lawful Silver Money by the
fourteenth Day of September last past with Inte-
rest till paid — Yet the Reuben tho often requested
hath not paid the same but neglects to do it to the
Damage of the Asa seven Pounds Lawful Money —
The Juf appears by M^{rs} Bliff Esq^r his Att^y & the Deft
tho thrice times called to come into Court makes de-
fault of appearance here — Therefore it is con-
sidered by the Court that the Asa do recover against
the said Reuben three Pounds nine Shillings & nine
Pence of Lawful Money Damages & Cost of Court taxed
at one Pound six Shillings & nine Pence —
and thereof &c — Execⁿ ^{ip} June 23-1703

Phillips
Fowler
N^o 161

William Phillips of Boston in the County of Suffolk
Esq^r Juf^r v^s Stephen Fowler of Springfield in the Coun-
ty of Hampshire Yeoman Deft In a Plea of the
Case for that the Stephen at Springfield on the
twenty secondth Day of September seventeen hundred
& seventy four by his Promissory Note for value re-
ceived promised the William to pay him on order
Twenty ^{three} Pounds thirteen Shillings & nine Pence Lawful
Money within two Years from the Date of said Note
with the Lawful Interest till paid — Yet the Stephen
tho often requested hath not paid the
same on any Part thereof but neglects it to the

Damage of the S^d William two Hundred Pound
The parties severally appear & agree to have this
Case continued to the next Term, Therefore
it is considered by the Court that the S^d Parties
have Day here untill the ~~next~~ ^{last} Tuesday of Aug^r next.

Boothwood
v
Wright
N^o 162

Solomon Boothwood of Amherst in the County Hamp-
shire Yeoman Plf v Joseph Wright of Pittsfield in
the County of Berkshire Yeoman Def^t In a Plea of
the Case for that the S^d Joseph at Amherst agrees
on the twelfth Day of Feb^r last past by his Note
for value received promised S^d Solomon to pay him
half a Ton of Flour (meaning which Flour worth eight
een Pounds & to deliver the same to the S^d Solomon at S^d
Joseph's Mills in S^d Pittsfield on Demand - And S^d
Solomon says he was always there ready to receive the
same, and there afterwards to with the same Day &
Year demanded & requested the S^d Joseph to pay & de-
liver to him the same Flour accordingly - Yet S^d
Joseph tho often requested hath never paid the same
but neglect to do it to damage of the S^d Solomon
twenty Pounds - The Plf appears by ~~John Phelps~~ ^{John Phelps}
~~Gen^l~~ ^{Gen^l} his Att^y & the Def^t the three times called to
come into Court makes default of appearance here -
Therefore it is considered by the Court that the said
Solomon do recover against the said Joseph ten Pounds
of lawful Money Damages & Cost of Court taxed at
one Pound fourteen Shillings & eight Pence & there of &c
Given j^r June 19th 1783

Horton
v
Norton
N^o 163

Timothy Horton of West Springfield in the County of
Hampshire Plaintiff Plf v Eldad Norton of South
wick in the County afores^d Yeoman Def^t in a Plea
of the Case for that the S^d Eldad at S^d Southwick on
the fifth Day of April seventeen hundred & eighty
two, by his Note for value received promised the S^d
Timothy to pay him or order the Sum of twelve Pounds
and Twenteen Shillings lawful Money with the use mea-
ing lawful Interest for the same till paid - Yet the
said Eldad tho often requested hath not performed
his S^d Promise but neglect to do it to the Damage of
the said Timothy Twenteen Pounds - The Plf app-
pears by John Phelps Gen^l his Att^y & the Def^t the three
times called to come into Court makes default of appear-
ance here - Therefore it is considered by
the Court that the said Timothy do recover

Fairman & Co

Sack

N^o 16th

against the s^d Elad thirteen Pounds thirteen 247
Shillings & eight Pence of Lawful Money Damages,
and Cost of Court taxed at one Pound four Shillings
and eight Pence & there of &c. Exonig^d July 11 1783
James Fairman Yeoman & Isaac Huxen Jun^r both
of Norwich in the County of Hampshire Plf vs
Adnah Sack of Westfield in the County aforesaid
Gent^l Dft in a Plea of the Case for that the s^d Ad
nah at s^d Westfield on the twenty fifth Day of
August seventeen hundred & seventy three by his Note
for value received promised the s^d James & Isaac
to pay them seventeen Pounds & Seventen Shillings
lawful Money within three Months from the Date
of s^d Note & the lawful Interest from the Time of
Payment till paid & yet the s^d Adnah tho of
ten requested hath not performed his s^d Promise
but neglects it to the Damage of the said James &
Isaac fifteen Pounds & The Plfs appear by John
Phelps Gen^l then A^{ll} & the Dft tho three times
called to come into Court makes default of appear
ance here & Therefore it is considered by the
Court that the Plfs do recover against the said
Adnah six Pounds thirteen Shillings & ten Pence of
lawful Money Damages & Cost of Court taxed at
one Pound eleven Shillings & two Pence & After
all which the Dft by Lovewell Thomas his A^{ll}
comes into Court & appeals from the Judgement
of this Court to the Supreme Judicial Court to
be holden at Springfield in & for the County of
Hampshire on the fourth Tuesday of September
next & he recognises with Sureties as the Law di
rects for his prosecuting his s^d Appeal with Effect
as by said recognizance on File does appear &
Ebenezer Barnard of Sunderland in the County of
Hampshire Blacksmith Plf vs Aaron Prath of Dur
field in the County aforesaid Yeoman Dft in a Plea
of the Case for that the said Aaron at s^d Sunderland on
the twentieth Day of November seventeen hundred &
eighty one by his Note for value received promised the
s^d Ebene^r to pay him two Pounds nineteen Shillings &
eight Pence silver Money by the first Day of Aprill next
ensuing the Date of s^d Note with the lawful Interest
for the same Sum till paid & yet the s^d Aaron tho
often requested hath never paid said Sum or fulfilled

Barnard

Prath

N^o 16th

Barnard his promise aforesaid but neglects it to the Damage
of the D. Ebenzer four Pounds & The Plf appears by
John C. Williams Esq. his Att. & the D. the three times
called to come into Court makes default of appear-
ance here & Therefore it is considered by the Court that
the D. Ebenzer do recover against the D. Aaron three
Pounds & five Shillings of lawful Money Damage and
Cost of Court taxed at one Pound fifteen Shillings & eight
Pence & three of 4c & Ex on j. June 21. 1783

Ballard
4
Smith
N^o 166
Daniel Ballard of Windell in the County of Hampshire
Yeoman Plf v Aaron Smith of Granwich in the
County aforesaid Yeoman D. in a Plea of the Case
for that the said Aaron at Windell aforesaid on the
twentieth Day of August seventeen hundred & Eighty Two
by his Note for value received promised the said Daniel
to pay him (meaning deliver him) or his order twenty four
Bushels of Rye in two Month from the Date of said Note
with the lawful Interest for the same till paid & also
the said Daniel says he has always been ready to receive
said Rye agreeable to the Tenor of D. Note & that Rye
so to be delivered as aforesaid was of the value of six Pounds
lawful Money to wit at D. Granwich & yet D. Aaron
tho after requested hath never delivered D. Rye or per-
formed his Promise but neglects it to the Damage of the
D. Daniel seven Pounds & The Plf appears by John
Chester Williams Esq. his Att. & the D. the three times
called to come into Court makes default of appear-
ance here & Therefore it is considered by the Court
that the D. Action be continued for Judgement &
~~Therefore it is considered~~

Warner & Son
Chancy & al
N^o 167
Jonathan Warner & Noahiah Warner both of Hadley in
the County of Hampshire joint Traders Plf v Moses
Chancy of Amherst in the County aforesaid Yeoman &
Simon Baker late of Hadley aforesaid Yeoman D. in
a Plea of the Case for that the D. Moses & Simon at Hadley
aforesaid on the twelfth Day of November seventeen
hundred & eighty two by their Note for value rec. pro-
mised the D. Jonathan & Noahiah by the Name of Son
Warner & Son to pay them thirty two Pounds four shil-
lings lawful Money in Silver or Gold or Wheat Flour
delivered at Hadley (aforesaid) in basks at twenty four
Shillings a hundred on demand with lawful Interest
for the same Sum till paid &

Yet the ^d Moses & Simon the often requested 248
have never paid ^d Sum or ^d Wheat Flour but
neglect it to the Damage of the ^d Jonathan & Roadi
ah ten Pounds. The ^d Puff appear by John C Williams
Esq^r their Att^y & the ^d Siff the three times called to
come into Court makes default of appearance.
Therefore it is considered by the Court that the said
Jon^d & Roadiah do recover against the ^d Moses & Simon
Eight Pounds seven^{ty} shillings & four Pence of lawful Money
Damages & Cost of Court taxed at one Pound ten shil
lings & ten Pence & thereof &c. Exon^{gr} June 4 1783.

Day
French
N^o 168

Amos Day of Worthington in the County of Hamp
shire Yeoman Puff is Amos Frink of Worthington
aforesaid. Yeoman Dyth In a Plea of Trespas on
the Case for that the ^d Amos Frink at ^d Worthing
ton on the seventh Day of June seventeen hundred
& eighty two by his promissory Note for value received
promised the ^d Day to deliver him by the first Day
of May seventeen hundred & eighty three one Cow &
Calf full milking for B^ytings & a three Year old
Heifer calved or near calving, and the ^d Day says
he has always been ready to receive ^d Cow, Calf and
Heifer agreeable to the Tenor of ^d Note - And that
^d Cow, Calf & Heifer were of the Price of nine
Pounds. Yet the said Frink the often requested
hath never paid the Contents of the ^d Note but
neglect to do it to the Damage of the ^d Amos Day
ten Pounds. The Parties severally appear & it is con
sidered by the Court that this Case be continued to the
next Term Judgment th^{er} to be final.

Hugin
Hearne
N^o 169

James Hugin of Simsbury in the County of
Hartford & State of Connecticut Trader Puff is
Barnabas Hearn of Southwick in the County of
Hampshire Yeoman Dyth In a Plea of the Case
for that the ^d Barnabas at ^d Springfield on the
seventh Day of January last past by his promissory
Note for value received promised the ^d James to
pay him five Hundred weight Gross of good Mer
chantable Wheat Flour or Money equivalent on
Demand. And the ^d James says that the said Flour
was well worth thirty shillings for each hundred weight
at the time of the Delivery viz at ^d Springfield

Hugins

2 Kean

Swan

Henry

N^o 170

Thompson

Wright

3-171

and the said James says he has always been ready to
D Simsbury, viz. at Springfield to receive the
Flour. Yet the D Barnabas tho often requested has
never paid & delivered the D Flour to D James or none
Equivalent or any Part thereof but neglects it to the
Damage of the said James twelve Pounds. The Duf
appears by ~~John~~ Samuel Fowler Gen^l in A^l & 7
Def^t tho three times called to come into Court make
default of appearance here. Therefore it is con-
sidered by the Court that the D James do recover against
the D Barnabas five Pounds of lawful Money Damages
and Cost of Court taxed at one Pound eight shilling
two Pence & three of &c. Exon ip. May 28 1703
Joseph Swan of Simsbury in the County of Hartford
& State of Connecticut Yeoman Plf vs Malcom Hen-
ry of Pittsfield in the County of Berkshire Gen^l Def^t In
a Plea of the Case for that the D Joseph at 2^d Spring-
field on the fourteenth Day of March last past at the
special Instance & Request of the D Malcom sold
delivered to him sundry Goods Wares & Merchandizes
he the said Malcom then & there in Consideration there-
of assumed on himself & faithfully promised the D Joseph
to pay him therefor so much Money as the same Goods
Wares & Merchandises were reasonably worth at the
Time of the sale & delivery thereof on demand, Now
in fact the D Joseph avers that the same Goods, Wares
and Merchandises were reasonable worth fifty five
Pounds of lawful Money at the Time of Sale & Deliv-
ery thereof of which the D Malcom had Notice
Yet the said Malcom tho often requested hath not
performed his D Promise but neglects it to the Da-
mage of the D Joseph Seventy Pounds. The
Parties severally appear & agree to have this Case
continued to the next Term, Therefore it is con-
sidered by the Court that D Parties have Day here
untill the last Tuesday of August next
Henry Thompson of Palmer in the County of Hamp-
shire Yeoman Plf vs Jason Wright of Wittern
in the County of Worcester Gen^l Def^t In a Plea of
the Case for that the D Jason at 2^d Wittern to wit
at Palmer aforesaid on the twenty fifth Day of
February last past by his Note for value received
promised the D Henry to pay him or order the

Thompson
Wright

Sum of twelve Pounds eleven shillings on demand with Interest till paid - yet the said Jason tho often requested hath not paid the same but neglects it to the Damage of said Henry Eighteen Pounds - The Def appears by Abner Morgan Esq his Atty & the Def tho three times called to Court makes default of appearance here - Therefore it is considered by the Court that the said Harry do recover against the said Jason twelve Pounds & Cost of Court tax & at one Pound eleven shillings & six pence - Where upon the Def by Dwight Foster Esq his Atty comes into Court & appeals from the Judgement of this Court to the supreme Judicial Court to be holden at Springfield in & for the County of Hampshire on the fourth Tuesday of September next & he recognises with Sureties as the Law directs for his prosecuting his Appeal with Effort as by o^r Recognizance on file does appear -

Mighills

Shaw
N^o 172

Timothy Mighills of Hanover in the State of New Hampshire Yeoman Plf is Jacob Shaw of Brimfield in the County of Hampshire Yeoman Deft In a Plea of the Case for that the s^d Jacob at said Brimfield on the twenty second Day of December seventeen hundred & eighty one by his Note for value received promised the said Timothy to pay him fifty three Pounds silver Money by the first Day of May next (meaning next after the Date of s^d Note) with Interest till paid - Also for that the s^d Jacob afterwards to wit on the same twenty second Day of Dec^r aforesaid at s^d Brimfield by his other Note for value received promised the s^d Timothy to pay him one other Sum of fifty three Pounds & nineteen shillings silver Money on or before the first Day of May seventeen hundred & eighty three with Interest till paid - Yet the s^d Jacob tho often requested hath not paid the Contents of the s^d Notes but neglects it to the Damage of the said Timothy one hundred and thirty Pounds - The Parties severally appear and agree to have this Case continued to the next Term - Therefore it is considered by the Court that s^d Parties have Day here untill the last Tuesday of May next -

Lyon
Howe
N^o 173

William Lyon of Woodstock in the County of Wendham & State of Connecticut Gentleman Plf

Lyon
Howe
Sherman
Hendrick
N^o 174

Samuel Howe of Belcherstown in the County of
Hampshire Gen^l Def^t In a Plea &c as may be seen
at large in the Original With on File - The Plf
being three times called to come into Court is non
sued & the Def^t defaulted & the action dismissed
Timothy Sherman of Brimfield in the County of Ham-
shire Yeoman Plf v Samuel Hendrick late of Palmer
in the County of Hampshire Yeoman Def^t In a
Plea of the Case for that the s^d Samuel at s^d Palmer
on the twenty eighth Day of October last past by his
Note for value received promised the s^d Timothy to
pay him one hundred of good Merchantable Sugar
of the value of five Pounds to be paid in six Weeks
from the Date hereof (meaning from the Date of s^d Note) Yet
the s^d Samuel tho often requested hath not paid the
Contents of said Note but neglects it to the Damage
of the s^d Timothy ten Pounds lawful Money
The Plf appears by Abner Morgan Esq^r his Att^y & the
Def^t tho three times called to come into Court made
default of appearance here - Therefore it is consi-
dered by the Court that the s^d Timothy do recover a-
gainst the s^d Samuel three Pounds eight Shillings &
one Penny of lawful Money Damages & Cost of Court
taxed at one Pound, ten Shillings & eight Pence of
like Money - Whereupon the Def^t by Caleb Strong
Esq^r his Att^y comes into Court & appeals from the
Judgement of this Court to the Supreme Judicial
Court to be holden at Springfield in & for the County
of Hampshire on the fourth Tuesday of ^{Sept^r} next & he
recognizes with Sureties as the Law directs for his pro-
secuting his s^d Appeal with Effect as by said the
recognizance on File does appear -

Munger
Moulton
N^o 175
Joseph Munger of South Brimfield in the County
Hampshire Yeoman Plf v Jonathan Moulton Jun^r of
South Brimfield aforesaid Yeoman Def^t In a Plea
of the Case for that the s^d Jon^a at s^d South Brimfield
on the thirtieth Day of July seventeen hundred & six
years by his Note for value received promised the said
Joseph to pay him one Pound five Shillings lawful
Money on demand with Interest till paid: Also for
that the s^d Jon^a afterwards to wit on the twenty fifth
Day of March seventeen hundred & seventy six at South
Brimfield aforesaid by his other Note for value re-
ceived promised the s^d Joseph to pay him four Pounds

Mungro
Moutton.

thirteen Shillings & five Pence lawful Money 250
upon Demand with Interest till paid, Yet
the said Jonathan the often requested hath not
paid the same to the ^d Joseph but neglects to do so
to the Damage of the said Joseph fifteen Pounds.
The Plf appears by Abner Morgan Esq^r his Att^y and
the Deft the three times called to come into Court
makes default of appearance here. Therefore it
is considered by the Court that the said Joseph
do recover against the ^d Jonathan five Pounds &
seventeen Shillings of lawful Money Damage & Costs
of Court taxed at one Pound thirteen Shillings
and eight Pence & there of &c. Exon ip^s May 26-1783

Brigham
Thompson

N^o 176

James Bridgman of Boston in the County of Suffolk
vs^t Henry Thompson of Palmer in the
County of Hampshire Yeoman Deft In a Plea of
the Case for that the said Henry at ^d Palmer
on the first Day of April last Past was justly in
debted to the said James three Pounds five Shil-
lings & four Pence according to ^{the} account here to an-
nexed & to ballance the same wth the ^d Henry then
and there in Consideration thereof promised the
^d James to pay him the same Sum on demand. Also
for that the ^d Henry afterwards to wth on the ^{same}
first Day of April aforesaid at Palmer afores^d in Con-
sideration that the ^d James had before that time at the
special Instance & Request of the ^d Henry sold &
delivered to the ^d Henry divers Good Wares & Merchan-
dizes other than those mentioned in the Account
annexed to the ^d Henry undertook & then & there
promised the ^d James to pay him therefor so much
Money on demand as the same Goods were reasona-
bly worth & the ^d James in fact says the ^d Goods
last mentioned were reasonably worth one other Sum
of three Pounds five Shillings & four Pence of which
he then afterwards on the same Day gave the said
Henry Notice. Yet the ^d Henry the often request
hath not paid to the ^d James either of ^d Sums but
neglects it to the Damage of the ^d James ten Pounds.
The Plf appears by Abner Morgan Esq^r his Att^y & the Deft the three
times called to come into Court makes default of appear-
ance here. Therefore it is considered by the Court that the ^d James
do recover against ^d Henry three Pounds five Shillings & four Pence
of lawful Money Damage & Costs of Court taxed at £ 2. 13. 0
and thereof &c. Exon ip^s May 26-1783

Hubbard
Brooks & al
No 177
Simcon Hubbard of Brimfield in the County of Hampshire
Yeoman Plf v Joseph Brooks Yeoman & Lebadiak
Column of Ludlow in the County of Hampshire Def.
In a Plea of the Case for that the s^d Joseph & Lebadiak
at s^d Ludlow on the fourth Day of April seventeen
hundred & eighty one by his Note for value received
promised the s^d Simcon to pay or deliver him a certain
dwelling House eighty Bushels of good Merchantable
Wye to the value of twenty four Pounds to be paid in
February seventeen hundred & eighty three & yet the
said Joseph & Lebadiak tho often requested have not
paid or delivered s^d Wye to the s^d Simcon or any Part
thereof but neglect to do it to the Damage of the s^d
Simcon thirty Pounds Lawful Money & The Parties
severally appear & agree that this be continued to the
next Term Judgement then to be final & Therefore
it is considered by the Court that s^d Parties have Day
here untill the ~~the~~ last Tuesday of August next &

Auting
Gardner
No 178
David Auting of South Brimfield in the County
of Hampshire Yeoman Plf v Josiah Gardner of the
same South Brimfield aforesaid Yeoman Def.
In a Plea of the Case for that the s^d Josiah at said
South Brimfield on the twenty first Day of August
last past by his Note for value received promised the
s^d David to pay him twenty nine Bushels of good
merchantable Wye of the value of eight Pounds by
the first Day of October next (meaning next after the
Date of s^d Note) and if not paid then Interest till paid
yet the s^d Josiah tho often requested hath never paid
or delivered the s^d Wye to the s^d David but neglects
to the Damage of the s^d David ten Pounds Lawful
Money & The Plf appears by Abner Morgan Esq
his Att^y & the Def^t tho three times publicly called
to come into Court makes default of appearance
here & Therefore it is considered by the Court that
the s^d David do recover against the s^d Josiah four
Pounds seven Shillings & two Pence of Lawful Money
Damages & Costs of Court taxed at £1.11.0 & Where
upon the Def^t by Caleb Strong Esq^r his Att^y comes &
appeals from the ^{1st} Judgement of this Court to the supreme
Judicial Court to be holden at Springfield in & for the County
of Hampshire on the fourth Tuesday of September next &
he recognizes with Suresties as the Law directs for his prosec-
uting his Appeal with Effect as by said Recognizance on
File does appear &

251

Foster Isaac Foster of Kinderhook in the County
of Albany & State of New York Yeoman Def
Phillips Joseph Phillips of South Brimfield in the Coun
ty of Hampshire Genl Defth In a Plea of the Case
for that the s^d Joseph at s^d South Brimfield on the
seventh Day of September last past by his Note for
value received promised the said Isaac to pay him
or order forty Pounds Lawful Silver Money by the
first Day of December next (meaning next after the
Date of s^d Note) with Interest till ~~paid~~ paid & yet
s^d Joseph tho often requested hath not paid to the
s^d Isaac s^d Sum nor s^d Interest but neglects it to the
Damage of the s^d Isaac sixty Pounds & The Puf app
ears by Abner Morgan Esq^r his Att^y & the Defth
tho three time publicly called to come into Court
makes default of appearance here & Therefore
it is considered by the Court that the s^d Isaac do
recover against the s^d Joseph forty one Pounds four
ten Shillings of Lawful Money Damage & Costs of
Court taxed at two Pounds two Shilling & six Pence.
The Defth by Dwigth Foster Esq^r his Att^y comes into
Court & appeals from the Judgment of this Court
to the supreme Judicial Court to be holden at
Springfield in & for the County of Hampshire on
the fourth Tuesday of September next & he rec^d of
nires with Sureties as the Law directs for his proe
cuting his s^d Appeal with Effect as by s^d Recogni
tance on File dose appear &

Fuller Job Fuller of New Concord in the County of Albany
and State of New York Trader Puf is John Wal
lis of South Brimfield in the County of Hamp
shire Yeoman Defth In a Plea of the Case for that
the s^d John at s^d South Brimfield on the fifth Day
of March sixteen hundred & eighty two by his Note
for value received promised the s^d Job to pay him
one hundred & fifteen Pounds Lawful Money in Gold
or Silver at or before the first Day of August next
(meaning next after the Date of s^d Note) with Lawful
Interest till paid & yet the s^d John tho often requested
hath not paid the same but neglects it to the Dam^a
of the s^d Job one hundred & forty Pounds & The Parties ve
rally appear & on a Motion of the Defth agree to have this Case
continued to the next Term & Therefore it is considered
by the Court that s^d Parties have Day here untill the
last Tuesday of August next &

Kibbe

Moys Kibbe of Monzon in the County of Hampshire
Yeoman Plf vs Joseph M^c Clintock of Ware in the
County aforesaid Husbandman Def^t in a Plea of the
Case for that the s^d Joseph at s^d Monzon on the
tenth Day of February last past by his Note for
value received promised the s^d Moys to pay him
on order four Pounds four Shillings hard Money on
demand with Interest till paid. Yet the s^d Joseph
tho often requested hath not paid the same but
neglects it to the Damage of the s^d Moys ten
Pounds. The Plf appears by Abner Morgan Esq^r
his Att^y & the Def^t tho three times called to come
into Court makes default of appearance here.
Therefore it is considered by the Court that the s^d
Moys do recover against the s^d Joseph four Pounds
five Shillings & eight Pence of lawful Money Dam^g
and Cost of Court taxed at one Pound eleven
Shillings & six Pence & thereof &c. is. May 26 1783

Hooker

Danton

N^o 182

John Parker Hooker of Sturbridge in the County
of Worcester Yeoman. Plf vs Elijah Danton of
Monzon in the County of Hampshire Yeoman
Def^t in a Plea of the Case for that the s^d Elijah at
s^d Monzon on the twelfth Day of November last
past by his Note for value received promised s^d
John to pay him three Pounds lawful Money on
demand with Interest till paid. Also for that
the s^d Elijah afterwards wards to wit on the same
twentieth Day of Nov^r aforesaid at Monzon afores^d
by his other Note for value received promised the
s^d John to pay him one other sum of three Pounds
within four Months (meaning from the Date of s^d Note)
till paid. Yet the s^d Elijah tho often requested
hath not paid the same but neglects to do it to
the Damage of the s^d John Fifteen Pounds. The
Plf appears by Abner Morgan Esq^r his Att^y & the Def^t
tho three times publicly called to come into Court
makes default of appearance here. Therefore it
is considered by the Court that the s^d John do
recover against the said Elijah six Pounds
three Shillings & seven Pence of lawful Money
Damage & Cost of Court taxed at £ 1 16 10
and thereof &c. is. May 26 1783

252

Apthorp Esq Charles Ward Apthorp Esq^r of New York in
the County & State of New York & Grizzel
Beard Apthorp of Boston in our County of Suffolk Gentle
N^o 103 woman Administrator on the Estate of Charles Ap
thorp late of Boston Esq^r deceased P^{rs} is Joseph
Beard of Blanford in the County of Hampshire
Yeoman Deft in a Plea of Ejectment wherein the
Chatter & Grizzel first above named demand against
the S^r Joseph a certain Tract of Land containing igh
ty nine Acres & a Half acre lying & being in Blan
ford Park of the Lot number eighten so called in S^d
Township bounded & described as followeth to wit bound
ing East on the East Line of the S^d Lot number igh
ten South on Land now in the Possession of Obadiah
Moor, West on the West Line of the same Lot number
eighten, North partly on Land now in the possession
of Paul Mearns & partly on residue of the same
Lot number eighten, which Tract of Land of Eighty
nine Acres & a half acre with the Appertinances the
S^r Charles & Grizzel S^r Demandants claim as their
Right & Inheritance & wherinto the S^r Joseph hath
no Entry ^{but} by Deceit as by him unjustly & without
Judgment committed within twenty Years now
last past & whereupon the said Charles & Grizzel the
Demand^{ts} say that they within the Term of twenty
Years last past in a Time of Peace ^{were} seized of the
same Tract of Land with the Appertinances in
their Demesne as of Fee & Right taking the Profits
thereof to the value of ten Pounds by the Year &
wherinto the S^r Joseph hath no Entry but by the
Deceit aforesaid by him unjustly & without Judge
ment committed within the S^d Term of twenty Years
now last past & whereof the S^r Joseph still deports
them & holdeth them out therefrom & thereof they
bring this Suit & good Proof which is to the Damage
of the said Charles & Grizzel the Demand^{ts} fifty
Pounds lawful Money. The Parties severally
appear & on a Motion of the Deft agree to have
this Case continued to the next Term. Therefore
it is comider by the Court that S^r Parties have Day here
until the last Tuesday of August next.

Truman Moody Truman of Thetford in the County of Orange
Plumby and State of Vermont Yeoman P^r is Alexander Plumby
N^o 104 of Weatherfield in the County of Hartford & State of

Truman
Plumley

Comeneth of Comen Dyth In a Plea of Trespas on
the Case for that ^d Moody at Westspringfield in
County of Hampshire on the tenth Day of April
warrant was possessed of Twenty white Pine Timber
Logs marked BL and MF of the Value of six Pounds
as of his own proper Goods & Chattels & being so then &
there possessed thereof he the ^d Moody afterwards on
the same Day casually lost the same Logs out
of his Possession & the same Logs there afterwards
the same Day came to Hands of & Possession of the
^d Plumley by finding & yet the ^d Plumley tho
often requested hath not delivered the same Logs
to the Puf altho he well knew the ^d Logs to be the
Property of the Puf, but then & there he the ^d
Plumley converted the same Logs to his own use
to the Damage of the ^d Moody ten Pounds &
The Parties severally appear & agree to have this Case
continued & Therefore it is considered by the Court
that ^d Parties have Day here untill the last Tuesday
of August next &

Morgan
Marth
N^o 106

Justis Morgan of West Springfield in the County
of Hampshire Comeneth Puf is Isaac Marsh of
Stockbridge in the County of Berkshire Gen^l Dyth
in a Plea of Trespas on the Case for that the ^d Isaac
at a Place called Stockbridge in said Springfield on
the tenth Day of August last past by his promisor
Note for value received promised the Puf to pay him
twenty five Pounds three Shillings & ten Pence worth
of good merchantable Wheats Flour at fifteen Shillings
by the hundred Weight to be delivered at his the ^d
Isaac's Store in Stockbridge by the first Day of Jan^y
then next, which Summe is past & the Puf avers
that the same Flour at ^d Stockbridge on the said
first Day of January was well worth the Sum of
twenty Shillings by the Hundred Weight & the Puf
in fact further says he has been alway ready at ^d
~~Stockbridge~~ to receive the ^d Flour according to
the Tenor of said Note - yet ^d Isaac tho often
requested hath never paid ^d Flour to the Puf
according to the Tenor of ^d Note but neglects it &
and the Puf further says that he did hire two Teams
to go from ^d West Springfield to ^d Stockbridge to
receive the same Flour & transport the same to
Boston for sale after the said first Day of January

Morgan at great Expence; which I am said in fact
 go to ^{S^r} Stockbridge from ^{S^r} West Springfield
 and the same Flour was demanded by the ^{S^r} Justice
 at said Isaac's Store after ^{S^r} first Day of January
 of the said Year in order to be transported to Market
 by said I am - yet ^{S^r} Isaac did then & there neglect
 their neglect & refuse to deliver the same Flour accord-
 ing to the Tenor of ^{S^r} Note and according to his other
 promises made to the Plf by which neglect & refusal
 of the said Isaac in delivering the same Flour as
 aforesaid to the Plf, he the ^{S^r} Justice not only lost
 the opportunity of selling ^{S^r} Flour much to his own
 profit but wholly lost the Expence of the Journey
 of ^{S^r} I am from ^{S^r} West Springfield to said
 Stockbridge amounting to the Sum of six Pounds
 lawful Money all which is to the Damage of the ^{S^r}
 Justice forty Pounds. The Parties severally
 appear & ~~plead~~ it is considered by the Court that
 the ^{S^r} Parties have Day here until the last
 Tuesday of August next.

Leonard Samuel Leonard of West Springfield in the County
 of Hampshire Yeoman Plf vs Abner Fowler of
 Southwick in the same County Yeoman Def
 No 106. In a Plea of the Case for that the ^{S^r} Abner at
^{S^r} Springfield the sixth Day of April over
 ten hundred & eighty one by his promising Note
 for value there received promised ~~that~~ one Elijah
 Hunt to pay him or order three thousand & forty five
 Pounds eleven Shillings Continental Currency of
 the old Emision on Demand with Interest till
 paid - and afterwards on the same sixth Day of
 April at ^{S^r} Springfield the ^{S^r} Elijah Hunt by
 his Indorsement (in writing) on the Back of ^{S^r} Note
 subscribed, directed & ordered the Contents of
^{S^r} Note then wholly due & unpaid to be paid to the
^{S^r} Samuel for value received of all which the ^{S^r}
 Abner then & there instantly had Notice from the
^{S^r} Samuel and thereby became liable & is liable
 to pay the Contents of the same Note to the said
 Samuel & in Consideration thereof the ^{S^r} Abner
 then & there to wit at ^{S^r} Springfield on the same
 sixth Day of April ~~assumed~~ assumed on himself

Leonard
is
Fowler.

and promised the said Samuel to pay him the Contents of the same Note on Demand with Interest till paid. Yet said Abner the often requested hath never paid sd Sum or Interest or any Penny thereof to the Plf but right it to the Damage of the sd Samuel one Hundred Pounds. The Plf appears by Justin Sly Esq^r his Att^y & the Def^t by Samuel Fowler ^{Gen^l his att^y} comes & defends the force & Injury whin &c and reserving Liberty to waive this Plea upon the Trial & make a new Plea if the appeal pleads & says that he is not guilty in Manner and Form as within declared against him & thereof prays Judgement & Judgement for his Cost. And the sd Samuel Leonard consenting to the above Reservation of the sd Abner says that the above Plea of the sd Abner as above pleaded is insufficient in Law. and that he is not holden by the Law of the Land to make any answer thereto, therefore in as much as the sd Abner hath made no answer to the Declaration of the sd Samuel within he prays Judgement for his Damages & Cost to be adjudged to him. And the said Abner says his Plea is sufficient. Whereupon all & singular the Premises being run & by the Court here fully understood for that it appears to the sd Court that the Plea aforesaid of the said Abner by him above pleaded and the Matters therein contained are an insufficient Answer to the Declaration aforesaid of the sd Samuel and ought not to preclude the said Samuel from having & maintaining the Action aforesaid and because the sd Abner hath not in any manner denied the Action aforesaid and Plea of the sd Samuel. Therefore it is considered by the Court that the sd Samuel do recover against the sd Abner forty five Pounds thirteen Shillings and six Pence of lawful Money Damages & Cost of Court taxed at one Pound thirteen Shillings & three Pence. The Def^t by Samuel Fowler Gen^l his Att^y comes & appeals from the Judgement of this Court to the Supreme Judicial Court to be holden at Springfield in & for the County of Hampshire on the fourth Tuesday of September next & he recognizeth with Sureties as the Law directs for his prosecuting his sd Appeal as by sd Recognizance on File does appear.

Chadwick John Chadwick Jun^r of Springham in 25th
the County of Berkshire Gen^l Ple^t is
Lu^u Stephen Lu of Westfield in the County of Ham
No 187^u pshire Yeoman Deft in a Plea of the Case for
that the s^d Stephen at s^d Westfield on the nine
teenth Day of Dec^r last past by his promisory
Note for value received promised one Ebenezer
Winship to pay him or order three Pounds nine
Shillings & four Pence lawful Money on demand
with the lawful Interest till paid and afterwards on
the same nineteenth Day of Dec^r at s^d Westfield
the s^d Ebenezer indorsed the same Note with his
own proper hand thereto & thereby appointed
the contents of the same Note (then wholly and unpaid)
to be paid to the s^d John or his order for value
there received whereof the s^d Stephen there instan
ly had Notice & thereby became liable to pay
the contents of the same Note to the Pl^t & being
so liable he the s^d Stephen then & there in con
sideration thereof assumed on himself & promised
the Pl^t to pay him the contents of s^d Note on de
mand & yet the s^d Stephen tho often requested
hath never paid the same but neglect it to the
Damage of the said John six Pounds & The Pl^t
appears by Justin Ely Esq^r his Att^y & the Deft
tho three times called to come into Court makes
default of appearance wherefore it is
considered by the Court that the s^d John do
recover against the s^d Stephen three Pounds
eleven shillings & three Pence of lawful Money Da
mage & Cost of Court taxed at one Pound seven
ten Shillings & ten Pence & there of &c. &c. July 10 1783

Hebbins² Benjamin Hebbins Junion of West Springfield
in the County of Hampshire Yeoman Pl^t is
Hancock² Sabel Hancock of s^d Springfield Yeoman Deft
No 188^u in a Plea of the Case for that the s^d Sabel at said
Springfield on the thirtieth Day of March seven
ten hundred & eighty three by his promisory Note
for value received promised the Pl^t to pay him
or order eight Pounds lawful Money within twelve
Months from the Date with Interest for the same
till paid which Time of payment is past &

Stebbins
is

Therewith

Yet said. Taber tho often requested hath never
paid the same but neglects it to the Damage
of the^d Benj^a sixteen Pounds. The P^y appears
by Justin Ely Esq^r his Att^y & the D^y tho three
times called to come into Court makes default of
appearance here. Therefore it is considered by
the Court that the said Benj^a do owe ever against
Taber twelve Pounds sixteen Shillings & six Pence of
lawful Money Damages & cost of Court taxed at one
Pound two Shillings & ten Pence. & there of &c
Exon ip^s July 14-1783.

Woodbridge

is

Day

N^o 109th

Ruggles Woodbridge of South Witley in the County
of Hampshire Gent^l P^y is Eliza Day of West
Springfield in the County aforesaid. German
D^y in a Plea ~~for~~ that the^d Elazar under to
the^d Ruggles fifteen Pounds five Shillings and
six Pence which to him he owes & from him unjust
ly detains, and whereon the^d Ruggles says
that at an Inferior Court of Common Pleas
holden at Springfield within & for the County of
Hampshire on the last Tuesday of August sixteen
hundred & twenty three by the Judgment of the
same Court he recovered against the^d Elazar ^{this}
ten Pounds sixteen Shillings & one Penny lawful
Money, for his Damages by reason of the^d Elazar's
not performing his promise before that time made
to the P^y and also one Pound eight Shillings and
five Pence for his Cost & Charges by him about his
Suit in that behalf expended, whereof the^d Elazar
conveys as by the Record thereof in our^d Court there re
maining is fully manifest and appears, which Judgment
yet remains in its full Force & Effect not satisfied nor
reversed, And altho the P^y afterwards paid out one
Writ of Exon thereon, yet the Sum as aforesaid re
covered were never paid thereby & the return Day
thereof is long since past, being wholly unsatisfied & the
same Sum wholly unpaid, whereby an Action hath
arisen to the^d Ruggles at^d Springfield to demand
and have of the^d Elazar the said fifteen Pounds five
Shillings & six Pence. Nevertheless the^d Elazar tho
often requested hath never paid the same but neglects
to the Damage of the said Ruggles thirty Pounds.
The P^y appears by Justin Ely Esq^r his Att^y & the
D^y tho three times called to come into Court
makes default of appearance here.

Therefore it is considered by the Court that 255
the said Kuggles do recover against the said
Ebenzer twenty four Pounds four Shillings & three Pence
of lawful Money Damages & Cost of Court taxed at
one Pound seven shillings & one Penny
and there of &c — Exon 9th July 10 1783.

Hebbins

A

Sacket & al

N^o 190

Benjamin Hebbins of West Springfield in the County
of Hampshire Yeoman Plf vs Ebenezer Sacket of West
Springfield in the County aforesaid Yeoman & Gad
Sacket of Westfield in the County aforesaid Yeoman
Defts in a Plea of the Case for that the said Ebenezer
& Gad at said Springfield on the first Day of May
seventeen Hundred & eighty two by their promiso-
ry Note for value received promised jointly and
severally to pay the said Benj^a thirteen Pounds
by the fifteenth Day of February then next, with
lawful Interest for the same till paid, which Time
of payment is past — Yet sd Ebenezer & Gad or ei-
ther of them the often requested have never paid
sd Sum or Interest to the Plf but neglect it to the
Damage of the sd Benj^a fifteen Pound — The Plf
appears by Justin Ely Esq^r his Att^y & the Deft
the three times called to come into Court makes
default of appearance here — Therefore it is
considered by the Court that the sd Benj^a do
recover against the sd Ebenezer & Gad thirteen Pounds
sixteen shillings & five Pence of lawful Money Dam-
ages & Cost of Suit taxed at one Pound eight shil-
lings & nine Pence — & there of &c Ex^o 9th July 10 1783.

Leonard

Selden

N^o 191

Benjamin Leonard Jun^r of West Springfield in
the County of Hampshire Yeoman Plf vs Eben-
ezer Selden of West Springfield aforesaid Yeoman
Deft in a Plea of the Case for that the sd
Ebenezer at sd West Springfield on the ninth Day
of August seventeen hundred & eighty one by his
promissory Note for value there received promised
the sd Benj^a to pay him to pay him or order in one
Month from the Date of sd Note four Pounds ele-
ven shillings & six Pence in Spanish Milled Dol-
lars or other solid Coin equivalent with Interest
till paid which Time of Payment is past —

Leonard Yet the said Ebenezer tho often requested hath
Selden never paid s^d Sum or Interest to the Pl^f but neglect
it to the Damage of the s^d Benj^a five Pounds
The Pl^f appears by Justin Ely Esq^r his Att^y & the Def^t
tho three Times called to come into Court makes
default of appearance here, Therefore it is consider
ed by the Court that the s^d Benj^a do recover against
the s^d Eben^r three Pounds one Shilling & nine Pence
of lawful Money Damage & Cost of Court taxed at
one Pound three Shillings & one Penny
and thereof &c
Exon ip^s July 14 1783

Williston John Williston of West Springfield in the County of
Hampshire Gen^l Pl^f is Stephen Lu of Westfield in
the County aforesaid Yeoman Def^t In a Plea of the
N^o 192 Case for that the s^d Stephen at s^d Springfield on the
tenth Day of November seventeen hundred & eighty
one by his promisory Note for value received promised
the s^d John to pay him fifty six Shillings lawful
Silver Money in one Month with Interest, which
time of payment is past, Yet s^d Stephen tho often
requested hath never paid s^d Sum or Interest but
neglect to do so to the Damage of the s^d John six
Pounds, The Pl^f appears by Justin Ely Esq^r his
Att^y & the Def^t tho three times called to come into
Court makes default of appearance here
Therefore it is considered by the Court that the s^d
John do recover against the s^d Stephen three Pounds
one Shilling & one Penny of lawful Money Damage
and Cost of Court taxed at one Pound five shil
lings & two Pence & thereof &c
Ex^o ip^s July 14 1783

Pomeroy Medad Pomeroy of Northampton in the County of
Hampshire Yeoman Pl^f is Daniel Fowler of Gran
ville in the County aforesaid Yeoman Def^t In a
N^o 193 Plea of the Case for that the s^d Daniel at the said
Northampton on the twenty first Day of November
last past by his Note for value received promised
the s^d Medad to pay him or order eleven Pounds
lawful Money on Demand with lawful Interest
till paid, Yet s^d Daniel tho often requested
hath never paid the same but neglect it to the
Damage of the said Medad fifteen Pounds
The Pl^f appears by Justin Ely Esq^r his Att^y &
the Def^t tho three times called to come into Court
makes default of appearance here

Pomroy Therefore it is considered by the Court that
 the said Medad do recover against the said
 Fowler. Daniel eleven Pounds six Shillings & seven Pence
 of lawful Money Damages & Cost of Court taxed
 at one Pound & nine Shillings — Wherefore
 is the Deft by John Phelps Gen^l his Att^y comes in
 to Court & appeals from the Judgement of this
 Court to the supreme Judicial Court to be hold
 den at Springfield in & for the County of Hamp
 shire on the fourth Tuesday of September next &
 he recognizes with Sureties as the Law directs
 for his prosecuting^g appeal with Eff^{ts} as by
 Recognizance on File does appear —

Adam
 Lord
 N^o 194
 Elijah Adams of Worthington in the County of
 Hampshire Plaintiff vs John Ford of the
 same Worthington aforesaid Carpenter Deft In a
 Plea of ~~Trespass~~ on the Case for that the said
 John at Worthington aforesaid on the twenty
 eighth Day of January last past by his promise
 by Note for value received promised the P^t
 Elijah to pay him three Pounds & five Shillings
 lawful Money on demand with Interest —
 The P^t appears by John C. Williams Esq^r his
 Att^y & the Deft tho^{tho} three Times called to come in
 to Court makes default of appearance here —
 Therefore it is considered by the Court that the
 said Elijah do recover against the said John
 three Pounds six Shillings & one Penny of lawful
 Money Damages & Cost of Court taxed at one
 Pound nineteen Shillings & ten Pence —
 and there of &c — Exon^g 1st June 5-1783.

Alden
 The In
 habitants
 of the Town
 of Pelham
 N^o 196
 Howard Alden of Partridgefield in the County
 of Berkshire Plaintiff vs The Inhabitants
 of the Town of Pelham in the County of Hamp
 shire Defts in a Plea of Trespass on the Case for
 that ~~the~~ whereas at Pelham aforesaid on the eleventh
 Day of January seventeen hundred & eighty two
 Joseph Packard, Daniel Gray & Nehemiah Hall, which
 Joseph, Daniel & Nehemiah were then & there the select
 men of the same Town made their certain Order
 in writing under their hands as selectmen of the same
 Town bearing Date the same Day & Year & the same

Ulden
The Inhabit
ants of
Pelham

Order to one Ebenezer Gray then & there Treasurer
of the same Town directed by which same Order the
Joseph Daniel & Nehemiah (being then & lawfully authorised
by the same Town, & in the Behalf of ^{s^d} Town) required
the s^d Ebenezer to pay to the said Howard the sum
of nine Pounds seven Shillings for ~~two~~ two Month
Bounty in the three Month Service & they woud allow
(meaning in Behalf of ^{s^d} Town) in making up accounts
with the said Ebenezer, and the s^d Howard says that
he afterwards on the eighteenth Day of the same
January at Palmer aforesaid showed to the said
Ebenezer the Order aforesaid and then & there required
him to ~~acc~~ accept the same which s^d Ebenezer would
not accept the s^d Order but to accept it on the s^d sum
of nine Pounds seven Shillings w^{ch} to pay them &
there refused whereof the s^d Inhabitants afterwards
there the same Day had Notice by reason whereof
the said Inhabitants became chargeable to pay to the
s^d Howard the same sum & the s^d Inhabitants s^o being
chargeable afterwards to wit the same Day & Place in
Consideration thereof assumed on himself & to the s^d
Howard faithfull promised to pay him the same
sum on demand & Also for that the said Inhabit
ants on the same eleventh Day of January were
Indebted to the s^d Howard in another sum of
nine Pounds seven Shillings & for Money by the s^d
Inhabitants to the use of the said Howard before
received & being so indebted the s^d Inhabitants there
afterwards the same Day in Consideration thereof
assumed on themselves & to the s^d Howard faithfully
promised to pay him the same sum on Demand.
Also for that the said Inhabitants on the same
eleventh Day of January being justly indebted
to the s^d Howard in another sum of nine Pounds
seven Shillings for two Month ^{Bounty} ~~service~~ in the three
Month Service & being so indebted the s^d Inhabitants
in Consideration thereof assumed on themselves &
to the said Howard then & there faithfully promised
to pay him the same sum on demand & Yet the s^d
Inhabitants tho often requested have ^{ve} never paid the
same but neglect it to the Damage of the said
Howard twelve Pounds & The s^d Parties severally appear
& agree to have this case continued & Therefore it is co
sidered by the Court that s^d Parties have Day here
untill the last Tuesday of August next &

Towne
Hastings
N^o 197-257

Eli Towne of Murrayfield in the County of Hampshire Husbandman Plaintiff is Jonathan Hastings of Charlmonk in the County aforesaid gen^l Def^t. In a Plea of Trerapass on the Case for that the s^d Jonathan at Charlmonk aforesaid on the twenty second Day of March seventeen hundred & eighty two made his certain Order bearing Date the same Day & Year & the same Order to one Ruben Hawks directed by which Order the s^d Jonathan required the s^d Ruben to pay to the said Eli twenty Pounds in Rye at three Shillings by the Bushel or Silver Money equivalent being part of M^r Cuttings Bounty & the s^d Order should deliver the Contents of it in the s^d Rubens Settlements with the s^d Jonathan, and the said Eli says that he afterwards to wit on the twenty ninth Day of the same Month shewed to the s^d Ruben the s^d Order & then & there required him to accept the same which said Ruben would not accept the said Order but to accept it or the Contents thereof were to pay them & there totally refused whereof the s^d Jonathan afterwards to wit the same Day had Notice, by reason whereof the said Jonathan became chargeable to pay to the s^d Eli the Contents of the s^d Order, & the s^d Jonathan so being chargeable afterwards to wit the same Day and Place in Consideration thereof assumed on himself and to the s^d Eli then & there faithfully Promised to pay him the Contents of s^d Order when he should be thereto afterwards required - Also for that the s^d Jonathan at s^d Charlmonk on the same twenty second Day of March was Indebted to the s^d Eli in another Sum of thirty Pounds lawful Money for the like Sum of Money by the s^d Jonathan to the use of the s^d Eli before received & being so indebted the s^d Jonathan in Consideration thereof assumed on himself & to the s^d Eli then & there faithfully promised to pay him the same Sum & the Interest thereof on Demand - Yet the s^d Jonathan tho after thereto requested hath never paid the same but negates it to the Damage of the s^d Eli thirty five Pounds, the Parties severally appear & agree to have this Case continued to the next Term Judgement then to be final Therefore it is considered by the Court that the Parties have Day here untill the last Tuesday of August next -

Mather Esq^r & Samuel Mather of Wiltfield in the County of Hamp-
shire Esq^r & Timothy Mather of Northampton in the
County aforesaid Yeoman J^r & Jonathan
No 198 Bancom of Norweth in the County aforesaid Husband
Def^t in a Plea of the Case for that the said Jon^a
at s^d Northampton on the eighth Day of Febru^y
seventen Hundred & eighty two by his Note for
value received promised the Sam^e & Timothy to pay
them or order five Pounds eighteen Shillings & five
Pence in Silver Money on Demand with Interest
till paid & also for that the s^d Jon^a at s^d Northamp-
ton on the fiftenth Day of November seventeen
Hundred & eighty one by his Note for value received
promised one Caleb Strong to pay him or order
eighteen Shillings in Silver Money on demand with
Interest till paid & afterwards on the same Day the
s^d Caleb indorsed the s^d Note with his proper hand^{sc}
and thereby ordered the Contents thereof to be paid to the
J^r of which the s^d Jon^a then & there had Notice & so
became chargable to pay the s^d Contents to the J^r &
being so chargable the s^d Jon^a then & there promised
the J^r in Consideration thereof to pay the said
Contents to the J^r & yet the s^d Jon^a tho often
requested hath never paid the Contents of the said
Notes or any Part thereof but neglects it to the Da-
mage of said Sam^e & Timothy nine Pounds &
The J^r appears by Caleb Strong Esq^r his Atty^y &
the Def^t tho three times called to come into Court
makes default of appearance here & therefore
it is considered by the Court that the said Sam^e
& Timothy do recover against the s^d Jon^a seven
Pounds six Shillings & ten Pence lawful Money
Damage & Cost of Court taxed at one Pound
ten Shillings & six Pence & thereof &c
Ex^{ce} ip^s May 29 1703

Strong
Lyman
No 199 Ezra Strong of Williamsburgh in the County of
Hamppshire Yeoman J^r & Oliver Lyman of
Northampton in the County aforesaid Gentl^{men}
Def^t In a Plea of Trespass on the Case for that the
said Oliver at Williamsburgh aforesaid on the twelf
Day of December seventeen hundred & seventy three by
his Note for value received promised the s^d Ezra
to pay him six Pounds lawful Money on demand
with lawful Interest till paid & yet the said
Oliver tho often requested hath never paid the Content
of the s^d Note to the s^d Ezra but neglects to do it

Strong To the Damage of the ^d Ezra Strong four ten 250
Pounds. The Def appears by Caleb Strong
Lyman Esq^r his Att^y & the Deft tho three times called to come
into Court makes default of appearance here.
Therefore it is considered by the Court that the ^d
Ezra do recover against the ^d Oliver nine Pounds
seven Shillings & ten Pence of lawful Money Damages
and Cost of Court taxed at one Pound twelve Shil
lings & eleven Pence. The Deft by Joseph Clarke
Gent^l his Att^y comes into Court & appeals from the
Judgement of this Court to the Supreme Judicial
Court to be holden at Springfield in & for the County
of Hampshire on the fourth Tuesday of September
next & he recognises with parties as the Law directs
for his prosecuting ^d Appeal with Effus as by ^d
Recognizance on File does appear.

Clark
Curtis
N^o 200

Hampshire. To the Sheriff or Marshall of the
^d County of Hampshire his under Sheriff or Deputy
or either of the Constables of the Town of Williams
burgh within the ^d County or to any or either of
them - Greeting. In the Name of the Common
wealth of the Massachusetts you are required to
replevie a Sorrell Mare about eight Years old
with a white streak in her Face, some spot of white
about her Body, a long scar in her off hind Loosh
goes partly upon her saddle with that Loosh &
sticks the Toe of it up, and natural bratton belong
ing to Solomon Clark of Northampton in the
County aforesaid Gent^l now distrained and
impounded by Isaac Curtis of ^d Williamsburgh
Yeoman, and deliver the ^d soved Mare unto
the ^d Solomon Clark and summon the said
Isaac Curtis to appear before our Justices of our
Court of Common Pleas next to be holden at
Springfield within & for the County of Hampshire
aforesaid on the third Tuesday of May next then
and there in our said Court to answer to the ^d
Solomon in a Plea of Replevin for that the said
Isaac he on the first Day of July last at a Place
called warrent in Williamsburgh aforesaid took
the said sorrell Mare as afore described of the
Plaintiffs, drove her away & impounded her in his

Clark
Curtis

the said Isaac's Home lot & Stable in William-
burgh aforesaid, and in the said Pound her un-
justly detained against pledge & Sureties till
this Day. Which is to the Damage of the ^d Sol.
Clark (as he saith) the sum of twelve Pounds, as
shall then & there appear with other due Damages.
Provided he the ^d Solomon give bond to the va-
lue of twenty Pounds; with sufficient Surety or
Sureties to prosecute his Replevin at the next
Court of Common Pleas & so from Court to Court
untill the Cause be ended, And to pay such
Costs & Damages as the ^d Isaac Curtis shall reco-
ver against him, & thereof fail not, and make
return of this writ, with your doings therein
unto this Court Dated in Northampton the
third Day of April Anno Domini 1703
The Deft appears by Caleb Strong Esq^r his Att^y &
the Deft tho three times called to come into Court
makes default of appearance here, Therefore
is considered by the Court, that the ^d Solomon
do recover against the ^d Isaac three Pounds of
lawful Money Damages & Cost of Court taxed at
one Pound eleven shillings & six Pence
and thereof &c

Exon^d May 29th 1703

Apthorp
Miner
No 20th

Charles Ward Apthorp of New York in the
County & State of New York Esq^r & seized Ap-
thorp of Boston in the County of Suffolk Gen-
woman Administrator on the Estate of Charles
Apthorp of Boston Esq^r late deceased. Deft is
James Miner of Blanford in the County afo-
resaid. In a Plea of ejectment wherein
they demand against the ^d James one hundred
Acres of Land with the Appertinances, lying and
being in ^d Blanford & being a Tract or Parcel of
the eighth Lot in number so called in said
Township & is bounded & described as follows to wit
bounding South on Land of Nathaniel Saggard
and the South Line of ^d Lot number Eighteen, &
on the east Line of ^d Lot number eighteen, West
on the West Line of the same Lot & extending
so far North from ^d South Line as to make up
said Quantity of one hundred Acres & bounding

Apthorp

Miner

North on Land now in the Possession of
Robert Blair the third & Dan Baies, which
Land with the Appertinances the s^d Charles & Grizzel
claim as their Right & Inheritance & whereinto the
the s^d James hath no Entry but by Devisin by him
done & committed unjustly & without Judgement
against them within twenty Years now last past
and whereon the s^d Charles & Grizzel s^d Demand^t
say that they within said twenty Years now last past
in a Time of Peace were seized of one Hundred
Acres of Land with the Appertinances in their De-
meme as of Fee & Right taking the Profit thereof
to the value of ten Pounds by the Year and where
in the s^d James hath no Entry but by the Devisin
aforesaid by him unjustly & without Judgement
committed against them within the s^d Term
of twenty Years now last past & whereof the s^d
James still deports them the s^d Charles & Griz-
zel s^d Demand^t & still holdeth them out therefrom
& whereof they bring this Suit & good Proof & which
is to the Damage of the said Charles Fifty Pounds
The Parties mutually appear & on a Motion of the
Sift agree to have this Case continued & therefore
it is considered by the Court that s^d Parties have
Day here untill last Tuesday ^{of Aug^r} next

Idem

Baies

N^o 202

Charles Ward Apthorp of New York in the County
and State of New York Esq^r & Grizzel Apthorp of
Boston in the County of Suffolk Gentlewoman
Administrator on the Estate of Charles Apthorp
Esq^r late of s^d Boston deceased Pl^{ff} vs Dan Baies
of Blanford in the County of Hampshire Yeoman
Def^t in a Plea of Ejectment wherein they demand
against the s^d Dan Baies Fifty Acres of Land with
the Appertinances lying & being in s^d Blanford Port
and Parcel of the Lot Number eighten so called
bounded and described as follows to wit bounding
East on the East Line of said Lot number eighten
South on Land now in the Possession of James
Miner being one Hundred Acres Parcel of the same
Lot West on Land now in the Possession & Occupati-
on of Robert Blair the third, North on Land now in
the Possession & Occupation of Obadiah Moor likewise
Parcel of the same Lot which said Fifty Acres of
Land with the Appertinances the said Charles &
Grizzel s^d Demand^t claim as their Right and
Inheritance and whereinto the s^d Dan Baies hath

- Idem

Bails

no Entry but by Deprivation by him unjustly
and without Judgement committed against
them within twenty Years now last past and
whereupon the said Charles & Gizzels Demand
that they within the 3^d Term of Twenty Years now
last past in a Time of Peace were seized of the
3^d Fifty Acres of Land with the Appurtenances
there Demynne as of Fee & Right taking the Pro-
fits thereof to the value of Ten Pounds by the Year
and whereunto the 2^d Dan hath no Entry but by
the Deprivation aforesaid by him unjustly & with-
out Judgement committed against them within
in the 3^d Term of twenty Years now last past
and whereof the 2^d Dan Bails still deforce them
and holdeth them out therefrom & thereof they
bring this Suit & good Proof, which is to the
Damage of the 2^d Charles & Gizzels the Sum
Fifty Pounds. The Parties severally appear and
on a Motion of the Deft agree to have this
Case continued. Therefore it is considered by the
Court that the Parties have Day here untill the
last Tuesday of August next.

White

Herring

N^o 203

Enoch White of South Hadley in the County of
Hampshire Gen^l Ple^{er} is Samuel Herring of
Wethampton in the County afores^d Husbandman
Deft. in a Plea^d Trespass on the Case for that
the 2^d Samuel at 2^d South Hadley on the fifteenth
Day of April seventeen hundred & twenty eight
by his Note for value received promised the said
Enoch to pay him the sum of seven Pounds and
four shillings lawful Money on Demand with
Interest till paid. Yet the said Samuel the oft^r
requested hath never paid the contents of the 2^d Note
or any Part thereof but negates it to the Damage
of the 2^d Enoch six Pounds. The Plea^r appears
by Caleb Strong Esq^r his Att^r & the Deft tho³ three
times called to come into Court makes default
of appearance here. Therefore it is considered
by the Court that the 2^d Enoch do recover against
the said Samuel Twoⁿ Pounds seven shillings
~~four pence~~ lawful Money Damages & Cost
Court taxed at one Pound ten shillings and
six Pence of Like Money.

White After all which the Dykt by Joseph Clark 260
Herring Gen^l his Will comes into Court and ap
peals from the Judgment of this Court to the
supreme Judicial Court to be holden at Springfield
in & for the County of Hampshire on the fourth
Tuesday of September next & he recognizes with Jurats
as the Law directs for his presenting his^d Appeal
with Effect as by v^d Recognizance on Taldore appear

Alden Howard Alden of Partridgefield in the County of
Luan Berkshire Physician Sup^r is Timothy Luan of South
Hadley in the County of Hampshire Yeoman Dykt
N^o 104 In a Plea of Trespass on the Case for that the said
Timothy at^d Partridgefield to wit at Springfield
on the twenty fourth Day of February last past by
his Note for value received promised the said
Howard to pay him two Pounds six Shillings and
four Pence lawful Money at or before the first Day
of April then next with lawful Interest till
paid — Yet the said Timothy tho^t often requested
hath not paid the same but neglects it to the
Damage of the said Howard eight Pounds —
The Parties severally appear and agree to refer this
Case to the Award & final Determination of Enos
Nash, Elisha Lyman & Henry Badger who are to
hear v^d Parties & the Award of them or any two of
them is to be final, to be returned into this Court
Judgment to be made up & Exec^d if^d accordingly
Therefore it is considered by the Court that the
v^d Parties have Day here untill the last Tuesday
of August next —

Wood John Waldo Woods of Hartford in the County of
Hartford & State of Connecticut Yeoman Dykt
Hunter Robert Hunter of Marlborough in the County
N^o 105 of Middlesex Husbandman Dykt In a Plea of the
Case for that ~~the~~ whereas by the Consideration
of the Justices of our supreme Judicial Court
holden at Concord within & for the County of Middle
sex on the second Tuesday of April seventeen hun
dred & eighty two the v^d John recovered Judgment
against the v^d Robert for the Sum of thirty five
Pounds one Shilling & six Pence lawful Money Damages
and the sum of six Pounds two Shillings & five Pence

Woods
1
Hunter

Cost of such and thereupon on the twenty second
Day of April seventeen hundred & eighty two the
the s^d John sued out of the office of the same
Court one writ of Exon in due form of Law de-
voted to the Sheriffs of our Countys of Hampshire
or Middlesex their respective under Sheriffs or Depu-
ties and ~~be~~ returnable to our then next supreme Judi-
cial Court which was held at Cambridge in the County
of Middlesex on the last Tuesday of October in the
s^d Year, and the s^d John on the twenty first Day of
May in the same Year delivered the same Exon
to Elisha Perhally the Sheriff of s^d County Hamp-
shire to be by him duly served & returned according
to Law, and the s^d Elisha did then at s^d Springfield see
that Execution upon & by virtue thereof take two
Casks of Flour found in the Store of one Thomas
Williston which were supposed to be the property of
the said Robert & which the s^d Elisha disposed of &
sold for the sum of forty three Pounds one Shilling
and eight Pence & thereupon did return the s^d Exon
as aforesaid discharged & fully satisfied, now the s^d
John avers that the s^d Flour was not the Property of
the s^d Robert but the Property of one Stephen Allen
and that the s^d Sum were not paid or satisfied
to the s^d John by any of the Goods or Lands of the
s^d Robert and that the s^d Robert Body was never
taken by the same Exon wherein the s^d Robert
was on the first Day of May Instant liable & charg-
able to pay & satisfy the s^d Judgement & there in
Consideration thereof at s^d Springfield promised
the s^d John to pay him the same on demand &
also for that the s^d Robert at s^d Springfield on the
twenty second Day of April seventeen hundred
and eighty two was indebted to the said John in
one other Sum of forty one Pounds three Shilling
and eight Pence lawful Money for the like sum
of Money before that Time had & received to
the use of the s^d John & being so indebted to the
said Robert there afterwards in the same Da-
y at Springfield aforesaid in Consideration there-
promised the s^d John to pay him the same Sum
on demand & yet the s^d Robert that
often requested has never paid the same

but neglect to do it to the Damage of the 261
John one Hundred Pound. The Parties
severally appear and it is considered by the Court
that s^d Parties have Day here untill the last Tuesday
of August.

P^{te} of Eliphae Childs as Administrator on the Estate
admⁿ on of Timothy Childs late of Dursfield in the County
the Estate of Hampshire deceased intstate humbly shews
Timth Childs that the Estate of s^d deceased is insolvent and in
for sale of sufficient to discharge the Debt due from said
lands. deceased as by a Certificate from the Office of
No 206 Registry of Probate of Wills &c for s^d County
will appear he also prays he may be enabled
to make sale of the Real Estate of the s^d deceased
that he may pay the Debt of the s^d deceased,
Whereupon it is considered by the Court that the s^d Admin^r
be permitted to make sale of the Estate for the purpose
aforesaid, he duly observing the Law respecting such
Sale.

Mc Call
4
Thing
No 207
Benajah Mc Call of New Lebanon in the County of
of Albany State of New York Trader &c is Gideon
King of New Lebanon Gentle Person a Plea of Covenant
broken & whereupon the s^d Benajah complains for this to
wit that whereas the s^d Gideon at Hancock in our said
County of Berkshire to wit in Springfield in the County
of Hampshire on the sixth Day of April in the Year of our
Lord seventeen hundred & eighty being justly indebted
unto the s^d Benajah in the just sum of two thousand & seven
lawful Money of the State meaning Commonwealth of
Massachusetts Bay for so much Money there before that Time
by the s^d Gideon to the use of the s^d had and received then
and there in consideration thereof the s^d Gideon by his certain
writing under his Hand & Seal in Court to be produced the
Date whereof was the Day & Year last aforesaid promised
the s^d Benajah to pay him the sum of two thousand Pounds
lawful Money of the State of the Massachusetts Bay at or
before the fifteenth of May next with the lawful Interest
to s^d Paid & meaning the s^d Gideon do by these Presents bind
myself to pay the above Note by the Day or day to pay all the
Damage that the s^d Mc Call shall sustain by not having the
Money by the Time meaning the aforesaid Time of Payment
yet the s^d Benajah tho often requested hath not kept his said
Covenant or paid the s^d sum or any Part thereof or the interest
but his Covenant hath broken to the Damage of the s^d Benajah
Two hundred Pounds. The Parties severally appear &
it is considered by the Court that this Case be referred to
Sahael Woodbridge Elijah Dwight & Eli Root Esq^s who are
to hear said Parties & the award of them or any two of them
is to be final to be returned into this Court Judgement to
be made up & Execution to issue accordingly. Thereupon
it is considered by the Court that s^d Parties have Day here
untill the last Tuesday of August next.

Inhabitants
of the Town of
Westfield

vs Samuel Fowler

Ac 200

The Inhabitants of the Town of Westfield in the
County of Hampshire Sups vs Samuel Fowler
of the same Westfield aforesd Genl Deft In a
Plea of Trespass on the Case for that the said
Inhabitants sued out a Writ of Execution by their
Treasurer for said Town for a large Sum of Money
against Ruben Williams of sd Westfield Yeoman
late one of the Constables & Collectors for sd Town auor-
ing to Law & delivered the same to one Simon Parson
then & were one of the Deputy Sheriffs for sd Cou-
ty under Eliha Porter Esq Sheriff of sd County for
him thid Simon to execute & return according to
Law who by virtue of the same Excon on the twenty
ninth Day of March went on hundred & eighty two
having then in his Custody a Pair of Oxen three
Horses a Waggon & Sleigh the Estate of the sd Ruben
taken & parted by virtue of the sd Excon to be sold on
Day at the House of Ezra Clap in sd Westfield at to
the highest bidder & the said Simon then & there ap-
ed the Vendue for the sale of sd Estate with other Esta-
of the said Ruben & put up the sd Oxen, Horses, Wag-
gon & Sleigh for sale agreeable to the Law of this Com-
monwealth and the sd Samuel appeared at the said
Vendue & then & there on the same twenty ninth
Day of March aforesaid bid off & was the highest
bidder on sd Oxen Horses Waggon & Sleigh & bid off
each & every creature & article named as above in
the Oxen three Horses Waggon & Sleigh aforesaid
amounting in the whole to the Sum of Eighty three
Pounds & twelve shillings lawful Money, which Oxen
Horses Waggon & Sleigh were delivered to the sd Sam-
according to Law - He the sd Samuel on the same
twenty ninth Day of March aforesd at sd Westfield
In Consideration thereof & framed on himself &
faithfully promised the sd Inhabitants to pay
them the Sum of two hundred & fifty three Pounds
and twelve shillings of the then new Emis-
on Money equal to eighty three Pounds & twelve
shillings lawful Money in Silver on Demand -
Yet the sd Samuel the often requested hath not
performed his sd Promise or in any wise satisfied
Inhabitants for the same but neglects it to the Damage
of the said Inhabitants ex Hundred Pounds - The
Parties severally appear & it is considered by the
Court that sd Parties have Day here untill
the last Tuesday of August next

Baker Jun^r Elijah Baker Jun^r of Amherst in the
 County of Hampshire Yeoman Plaintiff
 Wright Joseph Wright of Pittsfield in the County of Berkshire
 Miller Defendant In a Plea of the Case for that
 the s^d Joseph at s^d Pittsfield to wit at Springfield
 in the County of Hampshire on the ninth Day of
 March seventeen hundred & eighty three by his Note
 for value received promised the s^d Elijah to pay
 five hundred weight & one third of a hundred weight
 of good merchantable Wheat Flour on Demand —
 And the s^d Elijah in fact says the s^d Flour at the
 Time & Place when & where it should have been delivered
 was reasonably worth six Pounds & ten Shillings law-
 ful Money to wit at s^d Pittsfield on the twelfth Day
 of March current — And the s^d Elijah doth aver
 that he always stood ready to receive s^d Flour
 according to the tenor of s^d Note ~~which~~ & yet the s^d
 Joseph tho often requested hath never paid the
 same but neglects it to the damage of the said
 Elijah twelve Pounds —

Humbly shews Joseph Wright of Pittsfield in
 the County of Berkshire Miller that his Estate
 was attached & he summoned to appear here
 at this Term to answer to a Sub brought a-
 gainst him by Elijah Baker Jun^r of Amherst in
 the County of Hampshire Yeoman & which the
 s^d Elijah has failed to prosecute, wherefore the
 s^d Joseph humbly prays that his legal Cost
 occasioned him by the Premises may be adjudged
 him, and thereupon it is considered by the
 Court that the s^d Joseph do recover against the
 s^d Elijah his Cost taxed at one Pound thirteen
 Shillings & eight Pence lawful Money
 and thereof &c — Exon^d 26th May 1783

The foregoing Judgments Orders &c
 being read & entered up in Hammer as
 aforesaid, & then the Court adjourned until
 next Day

Attest Breckler









